

SASKATCHEWAN LABOUR RELATIONS BOARD REPORTS 1975 - 1994 INDEX

A Subject Index containing entries for all of the written decisions of the Saskatchewan Labour Relations Board for the years 1975 - 1994 inclusive.

SASKATCHEWAN LABOUR RELATIONS BOARD

652-1914 Hamilton Street
Regina, SK S4P 4V4
tel: (306) 787-2406; (306) 787-2405
fax: (306) 787-2664

Chairpersons:

Beth Bilson	1992 - present
Richard Hornung, Q.C.	1989- 1992
Dennis Ball, Q.C.	1982- 1989
Nicholas Sherstobitoff, Q.C.	1977- 1982
Clifford Peet	1971 - 1977
RH. King	1964- 1971
Peter Makaroff	1949- 1963
W. Kenneth Bryden	1945- 1948

Vice-Chairpersons:

Gwendolyn Gray	1995 - present
John Hobbs	1985- 1995
Jack Ingram	1972- 1985

ACKNOWLEDGEMENTS

The Saskatchewan Labour Relations Board wishes to acknowledge the efforts of John Hobbs, Vice-Chairperson (1985- 1995) who initiated and completed the work of summarizing 20 years of Board cases. Mr. Hobbs was ably assisted by two members of the Board staff, Kathy WaUs and Donna Hall. Board staff member, Louise Ivey, assisted with editorial changes and corrections. Madeline Brown prepared the final version of the Table of Cases and assisted with editing. In the publishing stage, the Board has benefited from the expert editing skills of Erica Pasmeny, Project Co-ordinator for Saskatchewan Legal Education Society Inc. and from the support and efforts of Madeleine Butschler, Executive Director of SKLESI in planning and co-ordinating the publication.

Any comments or inquiries regarding this series may be directed to the Saskatchewan Labour Relations Board. More general information relating to the Policies and Procedures of the Labour Relations Board can be found in the Board's Information Bulletins and Updates, which can be obtained at the Board office.

Published by the Saskatchewan Legal Education Society Inc.
#500, 333 - 25 Street East
Saskatoon, Sask - S7K 0L4
tel: (306) 653-7580; fax: (306) 653-7585

Arbitration

Deferral to
Form of dispute resolution
Jurisdiction

Bargaining Unit

Amalgamation
Amendment
Appropriate bargaining unit
All-employee unit
Board policy
Casual and part-time employees
Common employer
Community of interest
Confidential personnel
Construction industry
Craft unit
Craft or aU-employee unit
Existing and related facilities
Fragmentation
Geographic scope
Independent contractor
Managerial exclusion
Parts person/inside salesperson
Professional employees
Retail industry
Scope
Seasonal/part-time employees
Security guards
Stage and production employees
Teachers
Transfer of obligation
Build-up principle
Industry
- Health care
University
Practice and procedure
Variance

Certification

Amendment
Addition of employees Add-
on to existing unit
Amendment or certification
Clarify and correct
Collective agreement
Evidence
Exclusion
Geographic
New position

Open period Partial
 rescission Practice
 and procedu Raid
 Res judicata
 Section 5
 Vacant position
 Vote
 Appropriate bargaining unit
 Automatic certification
 Bar
 Employee
 Fraud
 Jurisdiction of Board
 Membership
 Evidence
 Improper organizing ctics
 Infants
 Practice and procedu e
 Petition
 Practice and procedure
 Adjournment
 Amendment of application
 Clarification or correl:tion
 Competing certificaclpn applications
 Injunction
 Intervenor status
 Name of employer
 Natural justice
 Parties
 Res judicata
 Statement of emplo}llent
 Raid
 Effect
 Practice and proced e
 Timeliness
 Vote
 Religious objection
 Application
 Political opinion
 Test
 Representation vote
 Application pending
 Freedom of association
 Management interfe ence
 Objections
 Quorum
 Tie vote
 Scope
 Statement of employment
 Status

Charter of Rights

- Application to labour relations
- Freedom of association
- Freedom of expression
- Freedom of religion
- Jurisdiction
- Notice to Attorney General

Collective Agreement

- Abandonment
- Bargaining rights
 - Bargaining to impasse
 - Term or condition of employment
 - Unlawful demands
- Clause
 - Access
 - Grievance and arbitration provision
 - Management rights
 - Vote
 - Wages
- Construction industry
- Contracting out
- Definition
- Existence
- Interpretation
- Notice to revise
- Notice to terminate
- Ratification
- Scope
- Security clause

Common Employer

- Control and direction
- Discretion of Board
- Employer

Constitutional Law

- Jurisdiction of Board
 - Aeronautics
 - Court of competent jurisdiction
 - Federally incorporated insurance company
 - Federally incorporated trust company
 - Interprovincial pipeline
 - Indian band council
 - Territorial jurisdiction
 - Transfer across constitutional lines
 - Trucking company
 - Uranium mine

Appropriate bargaining unit
Craft unit or all-employee unit
Geographic scope
Managerial exclusion
Pipeline construction
Project agreement
Standard construction unit
Statement of employment

Build-up principle

Certification
Amendment
Bar
Improper organizing tactics
Jurisdiction of Board
Membership evidence
Practice and procedure
Status
Variance

Collective agreement
Abandonment
Clause
Notice to terminate
Scope
Security clause

Raid

Decertification

Abandonment
Application
Discretion of Board
Employer's application
interference
Partial
Petition
Practice and procedure

Duty of Fair Representation

Arbitrary conduct
Contract administration
Contract negotiation
Independent legal opinion
Negligence
Practice and procedure
Remedy
Scope of duty

Duty to Bargain in Good Faith

- Agreement
- Change in bargaining position
- Collective agreement
- Disclosure
- Exclusive bargaining authority
 - Abandonment
 - Direct bargaining
 - Scope clause
 - Status of certified union
- Hard bargaining
- Illegal clause
- Lock-out
- Non-negotiable items
- Refusal to bargain
- Rcmcdv
- Surface bargaining
- Unilateral change

Employee

- Casual and part-time
- Confidential personnel
- Definition
- Independent contractor
- Managerial exclusion
- Seasonal
- Security staff
- Status
 - Apprentice or journeyman
 - Dismissed with notice
 - Lay-off
 - Leave of absence
 - New employee
 - New management position
 - New position
 - New unfilled position
 - Students
 - Out-of-province
 - Out-of-scope
 - Pension and worker's compensation benefits
 - Replacement workers
 - Resignation
 - Secondment
 - Union security provisions
 - Vote

Employer

- Agent
- Common employer

Definition
 Designation of principle or contractor
 Piercing corporate veil
 Representative employers' or union
 Status

Estoppel

Conduct
 Definition
 Representation

Evidence

Admissibility
 Amendment
 Certification
 Decertification
 Hearsay
 Section 10 of *The Trade Union Act*
 Conciliation
 Confidential
 Cross-examination
 Elements of proof
 Judicial notice
 Mediation
 Onus
 Adverse inference
 Mitigation of loss
 New classification
 Reverse onus
 Other proceedings
 Practice and procedure
 Relevance

Jurisdiction

Constitutional
 Aeronautics
 Charter of Rights
 Federal corporation
 Indian band council
 Interprovincial
 Metis
 Successorship across constitutional lines
 Transportation
 Uranium
 Construction
 Jurisdictional disputes
 Deferral to court

Remedy

- Automatic certification
- Cease and desist order
- Contempt
- Duty of fair representation
- Monetary loss Ratification
- vote Reinstatement of
- managers
- Section 42 of *The Trade Union Act*
- Summary conviction prosecutions
- Unreasonable denial of union membership
- Unfair labour practice

Statutory power

Lock-Out

- Change in work conditions
- Definition
- Notice
- Unlawful

Practice and Procedure

- Abuse of process
- Adjournment
- Aid and abet
- Application
 - Abridgement of time
 - Amalgamation
 - Amendment at hearing
 - De minimis non curat lex
 - Dismissed
 - Irregularities and technicalities
 - Notice
- Certification
 - Amendment
 - Competing certification applications
 - Designation of employees
 - Name of employer
 - New position
 - Open period
 - Support evidence
 - Time bar
 - Validity
- Choice of forum
- Constitution
- Evidence
- Independent contractors
- Interested party
- Intervenor
- Natural justice
- Non-suit

Particulars
Policy
Preliminary objection
Remedy
Rescission
Service
Standmg
Statement of employment
Subpoena
Tunc ltmlt
Vote
Witness

Raid

Effect
Practice and procedure
Timeliness

Reconsideration

Criteria
Jurisdiction
Natural justice
New evidence
Policy
Practice and procedure
Remedy
Vote

Reference of Dispute

Bargaining unit
Collective agreement
Criteria
Raid

Religious Exclusions

Application
Employer's freedom of religion
Political opinion
Seventh-Day Adventist
Test

Remedy

Anticipatory cease and desi
Bargaining unit

Causation
Certification
Charter of Rights
Collective agreement
Contempt
Costs
Damages
Dismissal
Duty of fair representation
Enforcement of arbitration award
Enforcement of Board orders
Injunction
 Criteria
 Irreparable harm
 Jurisdiction of Board
 Interference with organizing drive
 Organizing drive
 Practice and procedure
 Strike
 Technological change
 Unfair labour practice
Make whole order
Monetary loss
 Award
 Calculation
 Delay
 Delay in reinstatement
 Interest
 Mitigation
 Striking employees
Multiple remedies
Reinstatement
 Closure
 Demotion
 Discharge or suspension
 Employee misconduct
 Failure to appear
 Hiring of employee
 Lay-off
Reinstatement and monetary loss
Posting of notice
Section 42 of *The Trade Union Act*
Summary conviction
Technological change
Unfair labour practice
 Automatic certification
 Bonus
 Collective bargaining
 Discrimination in hiring
 Dismissal
 Reinstatement and monetary loss
 Reinstatement offer
 Remedial authority
 Tenure of employment
 Unilateral change

Union membership
Vote

Statutory Interpretation

Common law and statute law
Confidentiality
Contracting out of legislation
De minimus non curat lex
Discretion to dismiss for employer influence
Interpretative rules
Permissive language
Remedy
Retroactivity
Stare decisis
Scope
Words and phrases

Strikes

Concerted refusal to work
Conditions
Definition
Lawful
Lock-out
Notice
Replacement workers
Rescission
Statutory interpretation
Unfair labour practice
Union constitution
Vote

Successorship

Bankruptcy
Certification
Collective agreement
Employer
Federal jurisdiction
Foreclosure
Intermingling
"Otherwise disposed of"
"Otherwise order"
Practice and procedure
Sale of non-certified business to certified business

Transfer of business Contracting
 out Definition of
 business Definition of
 disposition Effect on
 predecessor General
 principles
 Joint venture
 Lease of assets
 Management
 Part of business
 Section 37 of *The Trade Union Act*
 Test

Technological Change

Collective bargaining
 Definition
 Closure
 Change of location
 Change in product
 Computer software
 Contracting out
 Cumulative change
 Economy necessity
 Equipment and material
 Lay-offs
 Partial discontinuance of production
 Reassignment of work within bargaining unit
 Reorganization or restructuring
 Removal of part of work
 Removal of all work
 Delay
 Interim order
 Notice
 Notice period
 Reinstatement and monetary loss
 Significant number
 Terms, conditions or tenure of employment

Unfair Labour Practice

Anti-union animus
 Anti-union contract
 Application pending
 Burden of proof
 Discharge
 Hiring

Contracting out
 Defences
 Unlawful strike
 Discrimination
 Discrimination in g
 Lock-out
 Management right to assign work
 Reprimand for union Activity
 Dismissal for union activity
 Contracting out
 Definition
 Delay
 Failure to appear
 Failure to rehire seasonal employee
 Grievance
 Insubordination
 Jurisdiction of Board
 Lay-off
 Manager
 Nepotism
 Out-of-scope
 Permanent employee
 Probationary employee
 Recall
 Strike
 Duty to bargain in good faith
 Agreement
 Change in bargaining position
 Collective agreement
 Disclosure
 Exclusive bargaining authority
 Abandonment
 Direct bargaining
 Scope clause
 Status of certified Union
 Hard bargaining
 Illegal clause
 Lock-out
 Non-negotiable item
 Refusal to bargain
 Remedy
 Surface bargaining
 Unilateral change
 Interference
 Access
 Administration of union
 Amnesty clause
 Closure
 Collective bargaining

Communication

- Captive audience meeting
- Collective bargaining
- Direct bargaining
- Intimidation
- Organizing campaign
- Representative vote
- Scope of employer's right to communicate
- Threat of closure

Co-worker opposition

Discipline

Dismissal

Employer's agent

Failure to meet with union representative

Formation of trade union

Lock-out Objective test

Reorganization

Replacement workers

Selection of trade union

Strike

Unilateral change to terms or conditions of employment

Union security

Interrogation

Intimidation

Refusal to permit authorized representative to negotiate

Refusal to discharge employee

Remedy

Closure

Damages

Demotion

Duty to bargain in good faith

Interim order

Offer

Reinstatement and monetary loss

Hiring

Injunction

Duty to bargain in good faith

Interference

Intimidation

Strike

Unilateral change

Monetary loss

Award

Calculation

Delay

Delay in reinstatement

Interest

Mitigation

Striking employees
 Reinstatement
 Closure
 Demotion
 Discharge or suspension
 Employee JlliSconduct
 Failure to apP.ear
 Hiring of em loyee
 Lay-off
 Reinstatement and mdnetary loss
 Posting of notice
 Unilateral change
 Union security
 Strike
 Denial of benefits
 Threatened closure
 Unilateral change
 Business as before
 Contracting out
 Impasse
 Lay-off
 Notice to terminate
 Scheduling of work
 Wage increase
 Union
 Denial of union me ership
 Duty to bargain in gOod faith
 Duty of fair representation
 Interference
 Notice of union meeting
 Strike vote
 Union security
 Dues check-off

Union

Company dominated
 Constitution
 Definition
 Formation
 Membership
 Status
 Union security

Voluntary Recognition

Bar

Duty to bargain
Status

Vote

Certification

Conununication during representative vote
Competing unions
Management interference
No union option
Tie vote
Improper organizing

Decertification

Employer influence
Tie vote

Eligibility

Abandonment
Certification
Decertification
Relief workers
Subject to proceedings

Evidence

Final offer vote
Intenningling
Objection to vote
Estoppel
Second vote

Quorum

Raid
Ratification vote
Strike vote

77 *Rogers Group Ltd.*, L.W.A., Local 184, [1979] Feb. Sask. Labour Rep. 35; (N.S.) p. 160; LRB File No. 037-78.

309588 *Alberta Ltd.*, see *Cana Construction Co. Ltd.*

559469 *Saskatchewan Ltd.*, see *Wm. Clark Interiors Ltd.*

572002 *Saskatchewan Ltd.*, see *North Regina Mediclinic.*

572002 *Saskatchewan Ltd.*, Betteridge and C.U.P.E., [1988] Fall Sask. Labour Rep. 75; (D.B.) p. 1329; LRB File No. 083-88.

592828 *Saskatchewan Ltd.*, see *Remai investments Corp.*

A-I Steel & Iron Foundry Ltd., U.S.W.A. and International Molders & Allied Workers Union, Local 83, [1985] Oct. Sask. Labour Rep. 42; (D.B.) p. 599; LRB File No. 001-85.

A.I.M. Electric Ltd., see *Hickson & Morgan Electric (1980) Ltd.*

A.I.M. Electric Ltd., Morin and I.B.E.W., Local 529, [1985] Feb. Sask. Labour Rep. 27; (D.B.) p. 454; LRB File No. 331-84.

A.S.L. Paving Ltd., Kalyniuk, [1991] 4th Quarter Sask. Labour Rep. 59; (J.H.) p. 462; LRB File Nos. 148-91, 149-51 & 150-91.

A.V. Concrete Forming Systems Ltd., Carpenters Provincial Council of Saskatchewan, [1983] Nov. Sask. Labour Rep. 35; (D.B.) p. 61; LRB File No. 107-83.

A.V. Concrete Forming Systems Ltd., Operative Plasterers & Cement Masons, Local 442, [1984] Mar. Sask. Labour Rep. 35; (D.B.) p. 203; LRB File Nos. 167-83, 168-83 & 169-83.

A.V. Concrete Forming Systems Ltd., Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 442, [1983] Sept. Sask. Labour Rep. 49; (D.B.) p. 56; LRB File No. 140-83.

Abrametz, see *Western Roto Thresh Ltd.*

Access Transit Ltd., see *Wilson and Fefchuk.*

Ace Masonry Contractors Ltd., Pfefferle and Bricklayers and Masons International Union of America, Union 3, [1984] Aug. Sask. Labour Rep. 45; (D.B.) p. 330; LRB File No. 225-84.

Ackerman, see *Ens Construction Ltd.*

Acklands Ltd., U.F.C.W., Local 1400, [1994] 3rd Quarter Sask. Labour Rep. 200; (B.B.) p. 1553; LRB File No. 107-94.

Aron Electric Ltd., I.B.E.W., Local 529 and Construction and General Workers' Union, Local 890, [1980] Oct. Sask. Labour Rep. 34(N.S.) p. 297; LRB File No. 130-80.

An/in Welding & Steel Fabrication Ltd., Structure and Miscellaneous Steel Fabricators and Erectors Union, [1979] Dec. Sask. Labour Rep. 42; (N.S.) p. 230; LRB File No. 213-79.

Apollo Machine Products Ltd., U.S.W.A., [1982] Aug. Sask. Labour Rep. 57; (N.S.) p. 463; LRB File Nos. 199-82, 200-82, 201-82 & 239-82.

Aquajine Water Ltd., see *WaterGroup Canada Ltd.*

Arcade Auto Body Service Ltd., *Maewicz v C.B.R.T., Local 44.* (1985) Oct. Sask. Labour Rep. 34. (J.H.) p. 616. LRB File No. 88-8.

Argu'i Guard and Patrol Ltd., see *Inffer-Tec Security Consultants Ltd.*

Armadale Publishers. see *Star Phoenix.*

Assiniboia Pioneer Lodge Inc., S.U., [1989] Summer Sask. Labour Rep. 82: (D.B.) p. 1588; LRB File No. 277-88.

Atlijic Inc., see *Holiday Inn.*

Avon/Geo Mineral Industries Ltd., E.C.W.U., [1988] Winter Sask. Labour Rep. 71: (D.B.) p. 1397 LRB File Nos. 181-88, 183-88 & 184-88.

B-A Construction Ltd., C.G.W.U., Local 890, [1980] Nov. Sask. Labour Rep. 39; (N.S.) p. 298. LRB File No. 165-80.

Banff Labour Services Ltd., see *Gram Construction Ltd.*

Banga, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 88; (B.B.) p. 868; LRB File No. 173-93.

Bango, S.G.E.U., (1994) 1st Quarter Sask. Labour Rep. 282: (B.B.) p. 1209; LRB File No. 269-93.

Banga, S.G.E.U., [1994] 1st Quarter Sask. Labour Rep. 291: (B.B.) p. 1219; LRB File No. 014-94.

Barabe, C.E.P., Local 649, [1994] 3rd Quarter Sask. Labour Rep. 162; (B.B.) p. 1513; LRB File No. 116-94.

Basaraba, S.G.E.U. and Saskatchewan Liquor Board, [1994] 3rd Quarter Sask. Labour Rep. 216; (B.B.) p. 1642; LRB File No. 086-94.

Base-Fort Security Group Ltd., U.S.M.A., Local 9138, [1986] Nov. Sask. Labour Rep. 39; (D.B.) p. 882; LRB File No. 034-86

Battlefords Regional Care Centre, U.P.E., Local 600, [1989] Summer Sask. Labour Rep. 80; (J.H.) p. 1585; LRB File No. 186-88.

Battlefords Union Hospital, Providence Hospital, Yorkton Union Hospital, Victoria Union Hospital, Swift Current Union Hospital, and S.U.N., [1990] Summer Sask. Labour Rep. 111; (J.H.) p. 118; LRB File Nos. 234-Sf. 235-89, 236-89, 245-89 & 246-89.

Beatrice Foods Ltd., U.F.C.W., Local 241-2 and Mierau, Woodhouse, Elkew, (1994) 3rd Quarter Sask. Labour Rep. 302: (B.B.) p. 1663; LRB File No. 264-93.

Beautiful Plains Villa Ltd., S.E.I.U., Local 299 and Panasiuk, [1989] Summer Sask. Labour Rep. 42; (D.B.) p. 1529; LRB File No. 221-88.

Beaver Foods Ltd., H.E.R.E., Local 67, [1989] Fall Sask. Labour Rep. 24; (J.H.) p. 1615; LRB File No. 002-89.

Beaver Foods Ltd., see *Be/for et al.*

Beaver Lumber Company Ltd., I.W.U., [1977] May Sask. Labour Rep. 30; (N.S.) p. 001; LRB File No. 112-77.

- Beechy Union Hospital*, S.E.J.U., Local 336, (1992] 3rd Quarter Sask. Labour Rep. 74; (B.B.) p. 1; LRB File No. 020-92.
- Bee/and Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., Local496, [1982] Nov. Sask. Labour Rep. 38; (N.S.) p. 521; LRB File No. 259-82.
- Be/four et aL*, H.E.R.E., Local 767 and Beaver Foods Ltd., (1990] Winter Sask. Labour Rep. 49; (R.H.) p. 232; LRB File No. 237-89.
- Benian Management Ltd.*, C.U.P.E., Local1832, [1987] Sept. Sask. Labour Rep. 36; (D.B.) p. 1156; LRB File No. 136-87.
- Berry*, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 65; (B.B.) p. 844; LRB File No. 134-93.
- Berry*, S.G.E.U., †1993] 4th Quarter Sask. Labour Rep. 193; (B.B.) p. 977; LRB File No. 134-93.
- Bessborough Hotel Ltd.*, H,E_R.E., Local 767 and C.B.R.T., Local 278, [1983] Nov. Sask. Labour Rep. 51; (D.B.) p. 173; LRB File Nos. 264-83 & 265-83.
- Betteridge*, see *572002 Saskatchewan Ltd.*
- Beutel*, S.G.E.U., [1987] Oct. Sask. Labour Rep. 42; (D.B.) p. 1195; LRB File No. 106-87.
- Beverage Central Ltd.*, S.J.B.R.W.D.S.U., Local480, [1985] July Sask. Labour Rep. 45; (D.B.) p. 556; LRB File No. 419-84.
- Binkley*, see *Saskatchewan Crop Insurance Corporation.*
- Birch Hills & District Nursing Home Inc.*, S.E.I.U., Local333 and Olsen, [1986] Dec. Sask. Labour Rep. 39; (D.B.) p. 940; LRB File No. 183-86.
- Bird Machine Co. of Canada*, U.S.W.A., [1991] 1st Quarter Sask. Labour Rep. 39; (R.H.) p. 307; LRB File No. 111-90.
- Bird Machine Co. of Canada Ltd.*, V.S.W.A., (1980] May Sask. Labour Rep. 61; (N.S.) p. 260; LRB File Nos. 009-80, 010-80, 011-80, 012-80 & 013-80.
- Bi-Rite Drugs Ltd.*, S.J.B.R.W.D.S.U., Local454, [1987] Mar. Sask. Labour Rep. 35(D.B.) p. 1000; LRB File Nos. 293-86 & 294-86.
- Bi-Rite Drugs Ltd.*, S.J.B.R.W.D.S.U., Local454, [1987] Mar. Sask. Labour Rep. 45; (D.B.) p. 1014; LRB File No. 030-86.
- Bi-Rite Drugs Ltd.*, S.J.B.R.W.D.S.U., Local454, †1987] June Sask. Labour Rep. 37; (D.R.) p. 1106; LRB File Nos. 335-86 & 336-86.
- Black•l'ood Hodge Equipment Ltd.*, U.S.W.A., [1982] Oct. Sask. Labour Rep. 48; (J.J.) p. 555; LRB File Nos. 286-82, 287-82, 288-82, 289-82, 290-82, 292-82 & 304-82.
- Board of Police Commissioners of the City of Moose Jaw.* see *City of Moose Jaw Board of Police Commissioners.*
- Boen.* see *Trail-Rite Flatdecks Ltd.*
- Bo-Peep Co-operative Day Care Centre*, C.U.P.E., Local 1902, [1979) Feb. Sask. Labour Rep. 44. (N.S.) p. 164; LRB File No. 189-78.

- Border Glass & Aluminum Lt.*, Borlr Glass & Aluminum Employees Union, fl976] July Sask. Labour Rep. 47. (C.P.), LRBfile No. 418-77.
- Bosco Homes Inc.*, S.G.E.U., [1989] Spring Sask. Labour Rep. 84; (D.B.) p. 1484; LRB File No. 246-88.
- Boyd Chevrolet Ltd.*, U.A.W., Local2183, 1J983] Apr. Sask. Labour Rep. 64; (D.B.) p. 5; LRB File Nos. 457-82, 458-82, 488-82 489-82.
- Bramel Industries Ltd.*, U.A., Local 79, [1987] Jan. Sask. Labour Rep. 35; (D.R) p. 958; LRB File No. 259-86.
- Brandt Industries Ltd.*, U.S.W.A., [1991] 2nd Quarter Sask. Labour Rep. 70; (J.H.) p. 419; LRB File Nos. 070-91, 071-91, 072-91 1073-91, 074-91, 175-91, 076-91 & 077-91.
- Brandt Industries Ltd.*, U.S.W.A., [1991] 4th Quarter Sask. Labour Rep. 81; (R.H.) p. 537; LRB File Nos. 193-91 & 194-91. set aside on review [1992] 3rd Quarter Sask. Labour Rep. 55: Board decision restored on appeal [1994] 3rd Quarter Sask. Labour Rep. 84 (C.A.).
- Brandt Industries Ltd.*, U.S.W.A. and Boehmer, [1992] 2nd Quarter Sask. Labour Rep. 46; (J.H.) p. 613; LRB File No. 095-91.
- Brekmar Industries Ltd.*, C.G.W.U. Local890, [1993] 1st Quarter Sask. Labour Rep. 126; (J.H.) p. 297; LRB File No. 113-92.
- Bridge City Electric (1981) Ltd.*, Dyck and I.B.E.W., Local 529, [1983] Feb. Sask. Labour Rep. 46; (J.I) p. 513; LRB File No. 370-82.
- Bridge City Electric Ltd.*, Moncrieff I.B.E.W., Local 529, [1975] Mar. Sask. Labour Rep. 49; (C.P.), LRB File No. 196-7, 197-7, 198-7, 199-7, 200-7, 201-7, 202-7, 203-7, 204-7, 205-7, 206-7, 207-7, 208-7, 209-7, 210-7, 211-7, 212-7, 213-7, 214-7, 215-7, 216-7, 217-7, 218-7, 219-7, 220-7, 221-7, 222-7, 223-7, 224-7, 225-7, 226-7, 227-7, 228-7, 229-7, 230-7, 231-7, 232-7, 233-7, 234-7, 235-7, 236-7, 237-7, 238-7, 239-7, 240-7, 241-7, 242-7, 243-7, 244-7, 245-7, 246-7, 247-7, 248-7, 249-7, 250-7, 251-7, 252-7, 253-7, 254-7, 255-7, 256-7, 257-7, 258-7, 259-7, 260-7, 261-7, 262-7, 263-7, 264-7, 265-7, 266-7, 267-7, 268-7, 269-7, 270-7, 271-7, 272-7, 273-7, 274-7, 275-7, 276-7, 277-7, 278-7, 279-7, 280-7, 281-7, 282-7, 283-7, 284-7, 285-7, 286-7, 287-7, 288-7, 289-7, 290-7, 291-7, 292-7, 293-7, 294-7, 295-7, 296-7, 297-7, 298-7, 299-7, 300-7, 301-7, 302-7, 303-7, 304-7, 305-7, 306-7, 307-7, 308-7, 309-7, 310-7, 311-7, 312-7, 313-7, 314-7, 315-7, 316-7, 317-7, 318-7, 319-7, 320-7, 321-7, 322-7, 323-7, 324-7, 325-7, 326-7, 327-7, 328-7, 329-7, 330-7, 331-7, 332-7, 333-7, 334-7, 335-7, 336-7, 337-7, 338-7, 339-7, 340-7, 341-7, 342-7, 343-7, 344-7, 345-7, 346-7, 347-7, 348-7, 349-7, 350-7, 351-7, 352-7, 353-7, 354-7, 355-7, 356-7, 357-7, 358-7, 359-7, 360-7, 361-7, 362-7, 363-7, 364-7, 365-7, 366-7, 367-7, 368-7, 369-7, 370-7, 371-7, 372-7, 373-7, 374-7, 375-7, 376-7, 377-7, 378-7, 379-7, 380-7, 381-7, 382-7, 383-7, 384-7, 385-7, 386-7, 387-7, 388-7, 389-7, 390-7, 391-7, 392-7, 393-7, 394-7, 395-7, 396-7, 397-7, 398-7, 399-7, 400-7, 401-7, 402-7, 403-7, 404-7, 405-7, 406-7, 407-7, 408-7, 409-7, 410-7, 411-7, 412-7, 413-7, 414-7, 415-7, 416-7, 417-7, 418-7, 419-7, 420-7, 421-7, 422-7, 423-7, 424-7, 425-7, 426-7, 427-7, 428-7, 429-7, 430-7, 431-7, 432-7, 433-7, 434-7, 435-7, 436-7, 437-7, 438-7, 439-7, 440-7, 441-7, 442-7, 443-7, 444-7, 445-7, 446-7, 447-7, 448-7, 449-7, 450-7, 451-7, 452-7, 453-7, 454-7, 455-7, 456-7, 457-7, 458-7, 459-7, 460-7, 461-7, 462-7, 463-7, 464-7, 465-7, 466-7, 467-7, 468-7, 469-7, 470-7, 471-7, 472-7, 473-7, 474-7, 475-7, 476-7, 477-7, 478-7, 479-7, 480-7, 481-7, 482-7, 483-7, 484-7, 485-7, 486-7, 487-7, 488-7, 489-7, 490-7, 491-7, 492-7, 493-7, 494-7, 495-7, 496-7, 497-7, 498-7, 499-7, 500-7, 501-7, 502-7, 503-7, 504-7, 505-7, 506-7, 507-7, 508-7, 509-7, 510-7, 511-7, 512-7, 513-7, 514-7, 515-7, 516-7, 517-7, 518-7, 519-7, 520-7, 521-7, 522-7, 523-7, 524-7, 525-7, 526-7, 527-7, 528-7, 529-7, 530-7, 531-7, 532-7, 533-7, 534-7, 535-7, 536-7, 537-7, 538-7, 539-7, 540-7, 541-7, 542-7, 543-7, 544-7, 545-7, 546-7, 547-7, 548-7, 549-7, 550-7, 551-7, 552-7, 553-7, 554-7, 555-7, 556-7, 557-7, 558-7, 559-7, 560-7, 561-7, 562-7, 563-7, 564-7, 565-7, 566-7, 567-7, 568-7, 569-7, 570-7, 571-7, 572-7, 573-7, 574-7, 575-7, 576-7, 577-7, 578-7, 579-7, 580-7, 581-7, 582-7, 583-7, 584-7, 585-7, 586-7, 587-7, 588-7, 589-7, 590-7, 591-7, 592-7, 593-7, 594-7, 595-7, 596-7, 597-7, 598-7, 599-7, 600-7, 601-7, 602-7, 603-7, 604-7, 605-7, 606-7, 607-7, 608-7, 609-7, 610-7, 611-7, 612-7, 613-7, 614-7, 615-7, 616-7, 617-7, 618-7, 619-7, 620-7, 621-7, 622-7, 623-7, 624-7, 625-7, 626-7, 627-7, 628-7, 629-7, 630-7, 631-7, 632-7, 633-7, 634-7, 635-7, 636-7, 637-7, 638-7, 639-7, 640-7, 641-7, 642-7, 643-7, 644-7, 645-7, 646-7, 647-7, 648-7, 649-7, 650-7, 651-7, 652-7, 653-7, 654-7, 655-7, 656-7, 657-7, 658-7, 659-7, 660-7, 661-7, 662-7, 663-7, 664-7, 665-7, 666-7, 667-7, 668-7, 669-7, 670-7, 671-7, 672-7, 673-7, 674-7, 675-7, 676-7, 677-7, 678-7, 679-7, 680-7, 681-7, 682-7, 683-7, 684-7, 685-7, 686-7, 687-7, 688-7, 689-7, 690-7, 691-7, 692-7, 693-7, 694-7, 695-7, 696-7, 697-7, 698-7, 699-7, 700-7, 701-7, 702-7, 703-7, 704-7, 705-7, 706-7, 707-7, 708-7, 709-7, 710-7, 711-7, 712-7, 713-7, 714-7, 715-7, 716-7, 717-7, 718-7, 719-7, 720-7, 721-7, 722-7, 723-7, 724-7, 725-7, 726-7, 727-7, 728-7, 729-7, 730-7, 731-7, 732-7, 733-7, 734-7, 735-7, 736-7, 737-7, 738-7, 739-7, 740-7, 741-7, 742-7, 743-7, 744-7, 745-7, 746-7, 747-7, 748-7, 749-7, 750-7, 751-7, 752-7, 753-7, 754-7, 755-7, 756-7, 757-7, 758-7, 759-7, 760-7, 761-7, 762-7, 763-7, 764-7, 765-7, 766-7, 767-7, 768-7, 769-7, 770-7, 771-7, 772-7, 773-7, 774-7, 775-7, 776-7, 777-7, 778-7, 779-7, 780-7, 781-7, 782-7, 783-7, 784-7, 785-7, 786-7, 787-7, 788-7, 789-7, 790-7, 791-7, 792-7, 793-7, 794-7, 795-7, 796-7, 797-7, 798-7, 799-7, 800-7, 801-7, 802-7, 803-7, 804-7, 805-7, 806-7, 807-7, 808-7, 809-7, 810-7, 811-7, 812-7, 813-7, 814-7, 815-7, 816-7, 817-7, 818-7, 819-7, 820-7, 821-7, 822-7, 823-7, 824-7, 825-7, 826-7, 827-7, 828-7, 829-7, 830-7, 831-7, 832-7, 833-7, 834-7, 835-7, 836-7, 837-7, 838-7, 839-7, 840-7, 841-7, 842-7, 843-7, 844-7, 845-7, 846-7, 847-7, 848-7, 849-7, 850-7, 851-7, 852-7, 853-7, 854-7, 855-7, 856-7, 857-7, 858-7, 859-7, 860-7, 861-7, 862-7, 863-7, 864-7, 865-7, 866-7, 867-7, 868-7, 869-7, 870-7, 871-7, 872-7, 873-7, 874-7, 875-7, 876-7, 877-7, 878-7, 879-7, 880-7, 881-7, 882-7, 883-7, 884-7, 885-7, 886-7, 887-7, 888-7, 889-7, 890-7, 891-7, 892-7, 893-7, 894-7, 895-7, 896-7, 897-7, 898-7, 899-7, 900-7, 901-7, 902-7, 903-7, 904-7, 905-7, 906-7, 907-7, 908-7, 909-7, 910-7, 911-7, 912-7, 913-7, 914-7, 915-7, 916-7, 917-7, 918-7, 919-7, 920-7, 921-7, 922-7, 923-7, 924-7, 925-7, 926-7, 927-7, 928-7, 929-7, 930-7, 931-7, 932-7, 933-7, 934-7, 935-7, 936-7, 937-7, 938-7, 939-7, 940-7, 941-7, 942-7, 943-7, 944-7, 945-7, 946-7, 947-7, 948-7, 949-7, 950-7, 951-7, 952-7, 953-7, 954-7, 955-7, 956-7, 957-7, 958-7, 959-7, 960-7, 961-7, 962-7, 963-7, 964-7, 965-7, 966-7, 967-7, 968-7, 969-7, 970-7, 971-7, 972-7, 973-7, 974-7, 975-7, 976-7, 977-7, 978-7, 979-7, 980-7, 981-7, 982-7, 983-7, 984-7, 985-7, 986-7, 987-7, 988-7, 989-7, 990-7, 991-7, 992-7, 993-7, 994-7, 995-7, 996-7, 997-7, 998-7, 999-7, 1000-7.
- Bronco Rentals & Leasing Ltd.*, C.B.R.T., [1987] Nov. Sask. Labour Rep. 47; (J.H.) p. 1203; LRB File No. 029-87.
- Brooks*, Day Transport Drivers' Association, [1989] Fall Sask. Labour Rep. 27; (D.B.) p. 1621; LRB File No. 063-89.
- Brown & Root Ltd.*, Carpenters Proynial Council of Saskatchewan, [1985] July Sask. Labour Rep. 29, (D.B.) p. 45, LRB File No. 437-84.
- Buchner Construction Inc.*, see *Canam Construction Co. Ltd.*
- Burns Philp Food Ltd.*, U.F.C.W., Local1400, [1993] 2nd Quarter Sask. Labour Rep. 162; (B.B.) p. 606; LRB File No. 120-93.
- Cadillac Fairview Corporation Ltd.*, S.E.I.U., Local299, [1986] Apr. Sask. Labour Rep. 32; (J.H.) p. 742; LRB File No. 308-82.
- Campbell West (1991) Ltd.*, I.U.O.-L., Local 870 and Schuett, [1994] 2nd Quarter Sask. Labour Rep. 114; (B.B.) p. 1312; LRB File No. 059-94; upheld on review, [1994] 3rd Quarter Sask. Labour Rep. 75 (Q.B.).
- Canam Construction Co. Ltd.*, see *Unglom Construction (1974) Ltd.*
- Canam Construction Co. Ltd.*, U.B.C.J.A., Locals 1805 and 1990, Pan-Western Construction Ltd., Buchner Construction Inc., 09588 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29; (D.B.) p. 423; LRB File Nos. 199-84, 201-84, 202-84 & 204-84.

- Canada Messenger Transportation Systems Inc.*, U.F.C.W., Local 1400, [1990] Fall Sask. Labour Rep. 93: (J.H.) p. 201; LRB File No. 091-90.
- Canada Packers Ltd.*, S.J.B.R.W.D.S.U. and C.F.A.W., [1980] June Sask. Labour Rep. 37: (N.S.) p. 261; LRB File Nos. 266-79, 039-80, 040-80, 041-80 & 042-80.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., [1986] Jan. Sask. Labour Rep. 32; (D.B.) p. 662; LRB File No. 296-85.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 43; (J.H.) p. 30; LRB File Nos. 001-89 & 175-89.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 59; LRB File Nos. 001-89 & 175-89.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., (1992) 1st Quarter Sask. Labour Rep. 47: (R.H.) p. 516; LRB File Nos. 180-90, 181-90, 216-90, 217-90, 226-90 & 034-91.
- Canada Safeway Ltd.*, see *Zypchyn*.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., Local 480 and Foulger, (1986) May Sask. Labour Rep. 66; (D.B.) p. 781; LRB File Nos. 400-85 & 046-86.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23; (D.B.) p. 706; LRB File No. 392-85.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., Locals 480, 454 and 496, [1991] 4th Quarter Sask. Labour Rep. 43; (R.H.) p. 468; LRB File Nos. 177-90, 178-90, 227-90 to 229-90, 036-91 & 088-91.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57: (D.B.) p. 1379; LRB File Nos. 200-88, 201-88, 202-88 & 203-88.
- Canada Safeway Ltd.*, S.J.B.R.W.D.S.U., Macdonalds Consolidated Ltd. and *Zypchyn*, [1986] Nov Sask. Labour Rep. 45: (D.B.) p. 787; LRB File No. 003-86.
- Canada Safeway Ltd.*, U.F.C.W. and S.J.B.R.W.D.S.U., Local 454, [1984] Oct. Sask. Labour Rep. 40: (D.B.) p. 342; LRB File No. 214-84.
- Canada Safeway Ltd.*, U.F.C.W., Local 1400, S.J.B.R.W.D.S.U., Local 454 and Dominion Stores Ltd., [1980] Aug. Sask. Labour Rep. 43; (N.S.) p. 278; LRB File Nos. 092-80 & 103-80.
- Canada Safeway Ltd.*, U.F.C.W., Local 11985, [1985] Feb. Sask. Labour Rep. 24; (D.B.) p. 451; LRB File No. 390-84.
- Canadian Linen Supply Co. Ltd.*, S.E.I.U., Local 299, [1990] Spring Sask. Labour Rep. 63; (J.H.) p. 10; LRB File No. 176-89.
- Canadian Linen Supply Co. Ltd.*, S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 48; (J.H.) p. 36; LRB File No. 150-89.
- Canadian Linen Supply Co. Ltd.*, S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 51; (J.H.) p. 39; LRB File No. 150-89.
- Canadian Linen Supply Co. Ltd.*, S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 68; (R.H.) p. 158; LRB File No. 207-89.

- Canadian Linen Supply Co. Ltd.*, S.J.B.R.W.D.S.U., (1990) Fall Sask. Labour Rep. 101; (J.H.) p. 210; LRB File No. 150-89.
- Canadian Linen Supply Co. Ltd.*, S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 104; (J.H.) p. 210; LRB File No. 150-89.
- Canadian Linen Supply Co. Ltd.*, S.J.B.R.W.D.S.U., Local 558, [1991] 1st Quarter Sask. Labour Rep. 63; (R.H.) p. 320; LRB File No. 029-90.
- Canadian Pioneer Management Group*, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37; (N.S.) p. 62; LRB File No. 661-77.
- Canadian Pioneer Management Ltd.*, see *Canadian Pioneer Management Group*
- Canron Hyprescon West*, I.B.B., [1991] Winter Sask. Labour Rep. 41; LRB File Nos. 100-89, 101-89, 102-89, 103-89, 104-89, 105-89, 106-89, 107-89, 108-89, 109-89, 110-89, 111-89, 112-89, 113-89, 114-89, 115-89, 116-89, 117-89, 118-89, 119-89 & 120-89.
- Capital Pontiac Buick Cadillac GM Ltd.*, U.S.W.A. and Monahan, [1993] 3rd Quarter Sask. Labour Rep. 121; (J.H.) p. 70; LRB File No. 169-93.
- Capital Pontiac Buick Cadillac GMC Ltd.*, U.S.W.A. and Monahan, [1993] 4th Quarter Sask. Labour Rep. 109; (J.H.) p. 890; LRB File No. 169-93.
- Carlton Trail Community College*, S.G.E.A., [1980] Nov. Sask. Labour Rep. 41; (N.S.) p. 302; LRB File No. 075-80.
- Cavalier Enterprises Ltd.*, see *Sheraton Centre*
- Central Asphalt Ltd.*, I.U.O.E., Local 870, [1987] July Sask. Labour Rep. 37; (J.H.) p. 1109; LRB File No. 216-86.
- Central Butte Union Hospital*, S.U., [1989] Spring Sask. Labour Rep. 86; (D.B.) p. 1487; LRB File No. 292-88.
- Central Butte Union Hospital*, S.U., [1989] Summer Sask. Labour Rep. 40; (D.B.) p. 1526; LRB File No. 292-88.
- Central Canada Potash Co. Ltd.*, U.S.W.A., Local 7656, [1981] Feb. Sask. Labour Rep. 57; (N.S.); LRB File No. 214-80.
- Century Mechanical (1975) Ltd.*, see *Inter-City Mechanical Ltd.*
- Certified Rentals, a Division of EnLrv Corporation*, I.U.O.E., Local 870, [1994] 4th Quarter Sask. Labour Rep. 73; (B.B.) p. 104; LRB File No. 188-94.
- Charter Construction Ltd.*, Carpenters Provincial Council of Saskatchewan, [1980] Sept. Sask. Labour Rep. 34; (N.S.) p. 27; LRB File No. 114-80.
- Chatterson Building Cleaning Ltd.*, S.G.E.U., [1986] Dec. Sask. Labour Rep. 42; (D.B.) p. 944, LRB File Nos. 193-86, 194-86, 195-86 & 196-86.
- Cheshire Homes of Regina Society*, C.U.P.E., [1988] Fall Sask. Labour Rep. 91; (J.H.) p. 1350. LRB File No. 05J-88.
- Chit Chi's Restaurant Enterprises Ltd.*, H.E.R.E., Local 767, [1986] June Sask. Labour Rep. 31; (D.B.) p. 804; LRB File No. 035-86.

- Chi Chi's Restaurant Enterprises Ltd.*, H.E.R.E., Local 767, [1987] Oct. Sask. Labour Rep. 46; (J.H.) p. 1158; LRB File No. 055-87.
- Choice/and Auto Service*-S.J.B.R.W.D.S.U., [1986] Feb. Sask. Labour Rep. 66; (D.B.) p. 683; LRB File No. 249-85.
- Choice/and Auto Service Ltd.*, S.J.B.R.W.D.S.U., [1986] Feb. Sask. Labour Rep. 61; (D.B.) p. 686; LRB File Nos. 253-85, 254-85, 255-85, 259-85, 260-85, 261-85, 262-85, 263-85, 282-85, 283-85, 284-85, 285-85, 286-85, 288-85, 289-85, 298-85, 299-85, 300-85, 344-85, 346-85, 397-85, 398-85 & 399-85.
- Chrispen*, I.A.F.F., Local510. [1992] 4th Quarter Sask. Labour Rep. 133; (J.H.) p. 178; LRB File No. 003-92.
- Chrunik*, see *National Electric Ltd.*
- City Iron Works Ltd.*- U.S.W.A., [1983] Sept. Sask. Labour Rep. 47; (D.B.) p. 90; LRB File Nos. 110-82, 227-82 & 246-82.
- Civ of Lloydminster*, C.U.P.E., Local 1015, [1985] Jan. Sask. Labour Rep. 33; (D.B.) p. 412; LRB File No. 011-84.
- City of Melville*. C.U.P.E.. Local1486, [1992] 2nd Quarter Sask. Labour Rep. 92; (J.H.) 655; LRB File No. 036-92.
- City of North Battleford*, C.U.P.E., Local287, [1993] 1st Quarter Sask. Labour Rep. 296; (B.B.) p. 480; LRB File No. 090-93.
- City of Regina*, A.T.U., Local588, [1992] 3rd Quarter Sask. Labour Rep. 90; (J.H.) p. 5; LRB File No. 250-91 .
- City of Regina*, City Firefighters' Union, Local181, [1984] Jan. Sask. Labour Rep. 37; (D.B.) p. 97; LRB File No. 017-83.
- City of Regina*, Civic Employees Union., Local21, [1982] Apr. Sask. Labour Rep. 43; (N.S.) p. 422; LRB File Nos. 347-81 & 348-81.
- City of Regina*- C.U.P.E., Local7 and Regina Civic Middle Management Association., [1986] May Sask. Labour Rep. 42; (D.B.) p. 770; LRB File Nos. 387-85, 388-85 & 389-85.
- City of Regina*, C.U.P.E., Local 7 and Regina Civic Middle Management Association, [1986] May Sask. Labour Rep. 46; (D.B.) p. 767LRB File No. 415-85.
- City of Regina*, C.U.P.E., Local7. (1986) Sept. Sask. Labour Rep. 69; (D.B.) p. 904; LRB File Nos. 387-85, 388-85, 389-85, 031-86 & 032-86.
- City of Regina*.C.U.P.E., Local21, [1990] Summer Sask. Labour Rep. 80; (J.H./R.H.) p. 86; LRB File No. 276-88.
- City of Regina*, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86; (J.H.) p. 77; LRB File No. 082-89.
- City of Regina*, Regina Civic Middle Management Association and City Hall Administrative Staff Association, Local 7, [1980] Sept. Sask. Labour Rep. 36; (N.S.) p. 282; LRB File No. 298-79.

- City of Regina*, Regina Civic Management Association and Civic Employees' Union, Local 21 {C.U.P.E.}, 11980] Sept. Sask. Labour Rep. 37; (N.S.) p. 282; LRB File No. 314-79.
- City of Regina*, Regina Professional Fire Fighters Association, Local 181, [1989] Fall Sask. Labour Rep. 58(D.B.) p. 166-7; LRB File No. 112-89.
- City of Regina*, Regina Professional Firefighters Association, Local 181, [1994] 4th Quarter Sask. Labour Rep. 164; (B.B.) p. 103; LRB File Nos. 202-94 & 226-94.
- City of Regina*, Regina Professional Fire Fighters Association, Local No. 181, [1994] 2nd Quarter Sask. Labour Rep. 73; (B.B.) p. 1269; LRB File Nos. 255-93 & 268-93.
- City of Saskatoon*, A.T.U., Local 61 (1992) 4th Quarter Sask. Labour Rep. 80; (J.H.) p. 149; LRB File No. 120-92.
- City of Saskatoon*, C.U.P.E., Local 5 (1987) Sept. Sask. Labour Rep. 38; (D.B.) p. 1143; LRB File Nos. 410-86 & 411-86.
- City of Saskatoon*, C.U.P.E., Local 5 (1988) May, Sask. Labour Rep. 41; (D.B.) p. 1274; LRB File Nos. 255-87, 256-87 & 257-87.
- City of Saskatoon*, C.U.P.E., Local 59, [1990] Fall Sask. Labour Rep. 40; (R.H.) p. 136; LRB File No. 253-89.
- City of Saskatoon*, C.U.P.E., Local 59, [1990] Fall Sask. Labour Rep. 77; (R.H.) p. 171; LRB File Nos. 155-89, 026-90 & 043-90 to 045-90.
- City of Saskatoon*, C.U.P.E., Local 59, [1991] 1st Quarter Sask. Labour Rep. 77; (J.H.) p. 349; LRB File Nos. 254-89 & 255-89. Application to quash allowed, unreported (Sask. Q.B.) Appeal to C.A. allowed [1994] 3rd Quarter Sask. Labour Rep. 29.
- City of Saskatoon*, C.U.P.E., Local 59, [1994] 1st Quarter Sask. Labour Rep. 91; (J.H./B.B.) p. 1043; LRB File Nos. 208-93 & 209-93.
- City of Saskatoon*, I.B.E.W., Local 19, [1994] 3rd Quarter Sask. Labour Rep. 152; (B.B.) p. 1498, LRB File No. 161-94.
- City of Swift Current*, I.B.E.W., Local 2067, [1990] Fall Sask. Labour Rep. 46; (R.H.) p. 123; LRB File No. 066-90.
- City of Yorkton*, Yorkton Fire Fighters Association, Local 1527, [1989] Spring Sask. Labour Rep. 74; (D.B.) p. 1469; LRB File Nos. 209-88, 210-88 & 211-88.
- Clark Construction & Concrete Ltd.*, Chauffeurs, Teamsters and Helpers, Local 395, [1979] June Sask. Labour Rep. 31; (N.S.) p. 201; LRB File Nos. 219-78, 261-78, 264-78, 267-78 & 270-78.
- Clark Interiors Ltd.*, see *William Crrk Interiors Ltd.*
- Clark Roofing (1964) Ltd.*, S.M.W., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46; (D.B.) p. 363; LRB File Nos. 237-84, 238-84 & 239-84.
- Coca-Cola Ltd.*, Soft Drink Workers, Local 319, [1976] Mar. Sask. Labour Rep. 61; LRB File No. 308-73-4.
- College of Notre Dame*, S.U.N. and Schubert, [1992] 3rd Quarter Sask. Labour Rep. 132; (J.H.) p. 67; LRB File No. 069-92.

- Cominco Ltd.*, U.S.W.A., [1980] May Sask. Labour Rep 64; (N.S.) p. 236; LRB File No. 259-79.
- CommonwealJh Constructioh Company Ltd.* see *K.A. CR.*
- Concorde Group of Companies Inc.*, U.F.C.W.. Local 1400, [1987] Jan. Sask. Labour Rep. 40: (J.H.) p. 956; LRB File No. 213-86.
- Confederation Flag Inn (1989) Ltd.*, Leavitt and U.F.C.W., Local1400, [1990] Summer Sask. Labour Rep. 61; (J.H.) p. 51; LRB File No. 225-89.
- Con-Force Structures Ltd.* C.G. W.U., Local 180, [1993] 3rd Quarter Sask. Labour Rep. 156; (B.B.) p. 798; LRB File Nos. 166-93, 179-93 & 207-93.
- Con-Force Structures Ltd.* U.B.C.J.A., Local 1985, Construction and General Workers, Local180 and Ennis, (1992) 4th Quarter Sask. Labour Rep. 117; (J.H.) p. 154; LRB File Nos. J85-92 & 188-92.
- Conversation Energy Systems Inc.*, U.S.W.A., (1993) 1st Quarter Sask. Labour Rep. 75(B.B.) p. 225; LRB File Nos. 215-92, 216-92 & 217-92.
- Cook.* see *Shelter Indu. tries Inc.*
- Ctroperative Hea/Jh Centre.* see *Prince Albert Community Clinic.*
- Courtyard Inns Ltd.* H.E.R.E., Local 767, [1988] Winter Sask. Labour Rep. 51: (J.H.) p. 1369; LRB File No. 116-88.
- Crescent Heights Janitorial Service*, S.J.B.R.W.D.S.U., [1986] Mar. Sask. Labour Rep. 42; (J.H.) p. 731; LRB File Nos. 081-85 & 082-85.
- Crescent Heights Janitorial Services Ltd.*, S.J.B.R.W.D.S.U., [1985] Oct. Sask. Labour Rep. 50: (J.H.) p. 609; LRB File Nos. 079-85, 080-85, 083-85, 084-85, 085-85 & 086-85.
- Crescent Heights Janitorial Services Ltd.*, S.J.B.R.W.D.S.U., [1986] Mar. Sask. Labour Rep. 39: (J.H.) p. 728; LRB File Nos. 079-85, 080-85, 083-85 to 086-85, 211-85, 212-85 & 213-85.
- Crescent Leaseholds Ltd.* S.E.LU., Local1333, [1982] Apr. Sask. Labour Rep. 42; (N.S.) p. 462; LRB File No. 453-81.
- Crestline Coach Ltd.*, U.S.W.A., [1987] Nov. Sask. Labour Rep. 53; (D.B.) p. 1211; LRB File No. 132-87.
- Crestview Chrysler-Dodge Ltd.*, Koch and C.B.R.T.. Local 44, [1976] Feb. Sask. Labour Rep. 48 LRB File No. 068-75.
- Cuelenea'le Library Boord.* see *John M. Cuelenoere Library Board.*
- Custom Roofing Ltd.* see *Modern Roofing (1978) Ltd.*
- Cut Knife Union Hospital Board*, C.U.P.E. and Collins, [1980] July Sask. Labour Rep. 41; (N.S.) p. 264; LRB File No. 067-80.
- Dairy Producers Co-operative Ltd.*, Dairy & Produce Workers, Local 834, [1990] Spring Sask. Labour Rep. 60; (J.H.) p. 7LRB.File No. 180-89.
- Dairy Producers Co-operative Ltd.*, S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 120 (B.B.)-p. 1756; LRB File No. 133-94.

- Dairy Producers Co-operative Ltd.*, J.B.R.W. D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75; (R.H.) p. 246 LRB File Nos. 180-89, 181-89, 182-89, 183-89, 184-89, 185-89, 186-89, 238-89 & 239-89.
- Dairy Producers Co-operative Ltd.*, J.B.R.W.D.S.U., Local 544, [1983] Dec. Sask. Labour Rep. 30; (D.B.) p. 140; LRB File No. 029-83.
- Dairy Producers Co-operative Ltd.*, Teamsters Dairy and Produce Workers. Local 834 and S.J.B.R.W.D.S.U., Locals 49, 635 and 955, [1990] Spring Sask. Labour Rep. 55; (J.H.) p. 1; LRB File Nos. 180-89, 181-89, 182-89, 183-89, 184-89, 185-89 & 186-89.
- Daymart Coatings Ltd.*, see *Days Paints Ltd.*
- Days Paints Ltd.*, B.P.A.T. and Daymart Coatings Ltd., [1983] Feb. Sask. Labour Rep. 44; (N.S.) p. 53; LRB File No. 446-82.
- Days Paints Ltd.*, B.P.A.T. and Daymart Coatings Ltd., (1983) Nov. Sask. Labour Rep. 39; (D.B.) p. 163; LRB File No. 243-83
- Days Paints Ltd.*, B.P.A.T., Daymart Coatings Ltd. and Marday Holdings Ltd., [1982] June Sask. Labour Rep. 52; (N.S.) p. 41; LRB File No. 530-81.
- Deer Park School Division #26*, Deer Park Employees Association, (1991) 2nd Quarter Sask. Labour Rep. 4J; (R.H.) p. 370; LRB File No. 230-90.
- Develcon Electronics Ltd.*, Develcon Employees Association and Radoja, [1985] Oct. Sask. Labour Rep. 62; (D.B.) p. 597; LRB File Nos. 092-85, 093-85, 094-85, 095-85, 096-85, 097-85, 098-85, 099-85 & 100-85.
- Develcon Electronics Ltd.*, U.S.W., [1981] Mar. Sask. Labour Rep. 35; (N.S.) p. 316; LRB File No. 263-80.
- Diogenes Investments Ltd.*, S.J.B.R. D.S.U., [1983] July Sask. Labour Rep. 40; (D.B.) p. 35; LRB File No. 072-83.
- Dombowsky*, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51; (D.B.) p. 968; LRB File No. 149-86.
- Dominion Co. Inc.*, I.U.O.E, Local 370, U.B.C.J.A., Local 1985 and PCL Industrial Constructors Ltd., [1994] 1st Quarter Sask. Labour Rep. 146; (B.B.) p. 1059; LRB File Nos. 158-93 & 176-93.
- Dominion Stores Ltd.*, see *Canada Safeway Ltd.*
- Domtar Inc.*, E.C.W.U., Local 667, [1982] Mar. Sask. Labour Rep. 43; (N.S.) p. 405; LRB File No. 464-81.
- Dreher*, see *WaterGroup Canada Ltd.*
- Dube Management Ltd.*, U.F.C.W. Local 1400 and Labour Relations Board for the Province of Saskatchewan, [1987] Sept. Sask. Labour Rep. 31; (J.H.) p. 1153; LRB File No. 213-86.
- Dutch Industries Ltd.*, I.A.B.S.O.I.W.U., Local 771, [1990] Fall Sask. Labour Rep. 111; (J.H.) p. 199; LRB File No. 048-90.

- Dutch Industries Ltd.*, I.A.B.S.O.L.W.U., Locals 771 and 838, [1994] 3rd Quarter Sask. Labour Rep. 210; (J.H./B.B.) p. 1627; LRB File Nos. 101-94, 102-94, 103-94, 134-94, 135-94, 136-94, 137-94, 138-94, 139-94, 140-94, 149-94 & 150-94.
- Dyck*, see *Bridge City Electric (1981) Ltd.*
- Eadie*, see *Hampel Construction Ltd.*
- Eckl Ceramics (1978) Ltd.*, see *Saskatchewan Construction Labour Relations Council Inc.*
- Eckl Ceramics (1978) Ltd.*, I.U.B.A.C., [1983] Apr. Sask. Labour Rep. 69; (D.B.) p. 10; LRB File No. 562-82.
- Eisbrenner Pontiac Ltd.*, U.S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 135(B.B.) p. 70; LRB File Nos. 161-92, 162-92 & 163-92.
- Ellis-Don Ltd.*, see *Haghlom Construction (1974) Ltd.*
- Emerald Oilfield Construction Ltd.*, Canadian Iron, Steel and Industrial Workers Union, Local 3, U.A., Local 179, C.G.W.C., Local 890 and I.U.O.E., Local 1870, [1994] 2nd Quarter Sask. Labour Rep. 105(B.B.) p. 1302; LRB File Nos. 019-94, 020-94 & 021-94.
- Ens Construction Ltd.*, Ackennan and U.B.C.J.A., Local 1990, [1985] Aug. Sask. Labour Rep. 41; (D.B.) p. 571; LRB File No. 105-85.
- Estevan Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 33; (J.H.) p. 1408; LRB File No. 118-88.
- Estevan Home Care District #9 Inc.*, S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54; (J.H.) p. 465; LRB 206-91.
- Ewing*, see *Mid-West Motors (1966) Ltd.*
- F. W. Woolworth Co. Ltd.*, U.F.C.W., Local 1400, [1992] 3rd Quarter Sask. Labour Rep. 110; (J.H.) p. 41; LRB File No. 169-92.
- F. W. Woolworth Co. Ltd.*, U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 50 and 67; LRB File No. 169-92.
- F. W. Woolworth Co. Ltd.*, U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62; (J.H.) p. 663; LRB File No. 142-92.
- F. W. Woolworth Co. Ltd.*, U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 64; (J.H.) p. 685; LRB File No. 142-92.
- F. W. Woolworth Co. Ltd.*, U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220; (J.H.) p. 410; LRB File No. 141-92.
- F. W. Woolworth Co. Ltd.*, U.F.C.W., Local 1400 and Jolmson, [1994] 1st Quarter Sask. Labour Rep. 169; (J.H./B.B.) p. 1082; LRB File Nos. 148-93, 151-93, 192-93, 193-93 & 194-93.
- F. W. Woolworth Co. Ltd.*, U.F.C.W., Local 1400 and Wheeler, [1993] 1st Quarter Sask. Labour Rep. 227; (J.H.) p. 418; LRB File No. 158-92.
- Fairford Industries Ltd.*, U.S.W.A., Local 8294 and Merit Manufacturing Inc., [1986] June Sask. Labour Rep. 54; (D.B.) p. 836; LRB File No. 216-85.

Fairford Industries Ltd., U.S.W.A., Local 8294, Merit Manufacturing Inc. and Moose Jaw Steel Fab Services Ltd., 119861 Nov. Sask. Labour Rep. 42: (D.B.) p. 922; LRB File No. 136-86.

Fairford Industries Ltd., U.S.W.A., Local 8294 and Moose Jaw Steel Fab Services Ltd., [1985] July Sask. Labour Rep. 31: (D.B.) p. 531; LRB File No. 041-85.

Fairhaven Long-Term Care Centre, S.E.I.U. Local 333, [1991] 2nd Quarter Sask. Labour Rep. 33: (D.B.) p. 950; LRB File No. 2-86.

Federal Pioneer Ltd., Spalding and [U.S.W.A.], [1981] May Sask. Labour Rep. 50; (N.S.) p. 346; LRB File Nos. 408-80, 001-81 & 002-81.

Federal Pioneer Ltd., U.S.W.A., [1991] 2] Aug. Sask. Labour Rep. 52; (N.S.) p. 479; LRB File No. 333-81.

Federated Co-operatives Ltd., S.J.B. Local 504, [1978] July Sask. Labour Rep. 45; (N.S.) p. 125; LRB File No. 502-77.

Federated Co-operatives Ltd., S.J.B. Local 542, [1979] Mar. Sask. Labour Rep. 35: (N.S.) p. 169; LRB File No. 98-78.

Federated Co-operatives Ltd., S.J.B. Local 540, [1984] Oct. Sask. Labour Rep. 31: (D.B.) p. 115; LRB File No. 59-83.

Federated Co-operatives Ltd., S.J.B. Local 540 and Dutkiewicz, [1984] Oct. Sask. Labour Rep. 43: (D.B.) p. 34; LRB File No. 096-84.

Federated Co-operatives Ltd., S.J.B. Locals 539 and 540 and Sherwood Co-operative Association Ltd., [1989] Fall Sask. Labour Rep. 60; (J.H.) p. 74; LRB File No. 256-88.

Federated Co-operatives Ltd., S.J.B. Locals 539 and 540 and Sherwood Co-operative Association Ltd., [1990] Fall Sask. Labour Rep. 57; (J.H.) p. 144; LRB File No. 256-88.

Federated Co-operatives Ltd., U.F.W., Local 1400, [1985] May Sask. Labour Rep. 30 (D.B.) p. 522; LRB File No. 213-83

Federated Co-operatives Ltd., U.F.W., Local 1400, [1991] 4th Quarter Sask. Labour Rep. 78 (J.H.) p. 529; LRB File No. 121-91.

Fidelity Construction Ltd. see *PCL Construction Ltd.*

Flaman see *Western Automatic Spinklers (1983) Ltd.*

Flill Electrical Management Ltd., B.E.W., Local 2038, [1989] Fall Sask. Labour Rep. 49: (D.B.) p. 1640; LRB File No. 040-9.

Fynn & Associates Ltd. see *Clark Roofing (1964) Ltd.*

Fort Garry Industries Ltd., U.S.W.A., [1986] Jan. Sask. Labour Rep. 35; (D.B.) p. 642; LRB File Nos. 180-85, 181-85, 182-85, 183-85, 184-85, 185-85, 186-85, 187-85, 188-85, 189-85, 190-85, 191-85, 192-85, 193-85, 194-85, 195-85 & 196-85.

Foyer D'Youville see *St. Joseph's Hospital.*

Frank Eliason Centre see *Fairhaven Long-Term Care Centre.*

- Gabriel Dumont Institute of Native Studies & Applied Research Inc.*, S.G.E.U., [1989] Winter Sask. Labour Rep. 68: (J.H.) p. 1851; LRB File No. 118-89.
- Gateway Lodge Ltd*, S.U.N. and C.U.P.E., Local 1830, [1978] May Sask. Labour Rep. 54: (N.S.) p. 113LRB File Nos. 023-78 & 024-78.
- Gateway Lodge Inc.*, S.U.N., [1993] 1st Quarter Sask. Labour Rep. 120; (J.H.) p. 289; LRB File No. 255-92.
- Gene's Ltd.*, C.B.R.T., Local 274. [1975] Mar. Sask. Labour Rep. 57; (CP.); LRB File No. 075-74-5.
- Gene's Ltd*, H.E.R.E., Local 767, [1984] July Sask. Labour Rep. 37; (D.B.) p. 287; LRB File No. 495-83.
- Gerle*, S.E.I.U., Local 333UH, [1994] 1st Quarter Sask. Labour Rep. 116; (J.H./B.B) p. 1012; LRB File No. 190-93.
- Golf Kenosee Inc.*, S.G.E.U., [1987] Sept. Sask. Labour Rep. 34; (D.B.) p. 1141; LRB File No. 180-86.
- Governing Council of the Salvation Army, Canada West*, U.F.C.W., (1988) FaU Sask. Labour Rep. 52(D.B.) p. 1324; LRB File No. 023-88.
- Government of Saskatchewan*, Oil, Chemical & Atomic Workers International Union, Local 9.921 and S.G.E.A., [1976] Feb. Sask. Labour Rep. 41; LRB File No. 264-74-5.
- Government of Saskatchewan*, Professional Engineers Employees Association and S.G.E.A., [1976] Apr. Sask. Labour Rep. 36; (C.P.); LRB File No. 285-73-4.
- Government of Saskatchewan*, S.G.E.U., [1982] May Sask. Labour Rep. 43; (N.S.) p. 428; LRB File No. 563-81.
- Government of Saskatchewan*, S.G.E.U., [1982] May Sask. Labour Rep. 44; (N.S.) p. 429; LRB File No. 563-81.
- Government of Saskatchewan*, S.G.E.U., [1982] June Sask. Labour Rep. 58; (N.S.) p. 446; LRB File No. 564-81.
- Government of Saskatchewan*, S.G.E.U., (1983) Apr. Sask. Labour Rep. 67; (D.B.) p. 13; LRB File No. 435-82.
- Government of Saskatchewan*, S.G.E.U., (1987) Sept. Sask. Labour Rep. 41; (D.B.) p. 1147; LRB File No. 146-87.
- Government of Saskatchewan*, S.G.E.U., [1989] Fall Sask. Labour Rep. 28; (D.B.) p. 1602; LRB File Nos. 250-88 & 290-88.
- Government of Saskatchewan*, S.G.E.U., [1989] Winter Sask. Labour Rep. 52; (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.
- Government of Saskatchewan*, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261; (B.B.) p. 442; LRB File No. 264-92.
- Government of Saskatchewan*, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 281; (B.B.) p. 475. LRB File No. 103-93.

- Government of Saskatchewan, S.G.E.U. and Griffin.* [1981] Feb. Sask. Labour Rep. 61(N.S.) p. 305; LRB File No. 168-80
- Government of Saskatchewan, S.G. U. and Hanna.* [1985] Aug. Sask. Labour Rep. 31: (D.B.) p. 581; LRB File No. 338-84
- Government of Saskatchewan, S.G.&U. and Hayes.* [1981] Nov. Sask. Labour Rep. 38: (N.S.) p. 390; LRB File Nos. 320-81 324-81.
- Government of Saskatchewan, S.G. - U. and Mattson,* [1980] June Sask. Labour Rep. 38; (N.S.) p. 263; LRB File No. 058-80.
- Government of Saskatchewan, S.G. - U., Canadian Association of Fire Bomber Pilots and Stockdale.* 119931 1st Quarter Sask. Labour Rep. 202: (B.B.) p. 391; LRB File No. 164-92.
- Government of Saskatchewan, S.G.B.U., Jessup and Hanna,* [1986] Feb. Sask. Labour Rep. 48; (O.S.) p. 674; LRB File Nos. 373-85 & 375-85.
- Government of Saskatchewan, Tourism Industry Association of Saskatchewan Inc. and S.G.E.U.* 119891 Winter Sask. Labour Rep. 63: (D.B.) p. 1845; LRB File Nos. 119-87 & 217-87.
- Graham Construction Ltd., see Hagblom Construction (1974) Ltd.*
- Graham Construction Ltd., U.B.C.J., Local 1867 and Banff Labour Services Ltd.,* [1986] June Sask. Labour Rep. 35: (D.B.) p. 810; LRB File No. 330-84.
- Gull Lake Scrool Division No. 76, U.P.E., Local 12583,* [1982] Mar. Sask. Labour Rep. 39: (N.S.): LRB File No. 510-81.
- Gull Lake Union Hospital, S.U.N.* (1984] Feb. Sask. Labour Rep. 48; (D.B.) p. 183; LRB File No. 257-83.
- Guy F. Atkinson Construction Ltd. see K.A.C.R.*
- Gypsum Drywall (Northern) Ltd., Carpenters Provincial Council of Saskatchewan,* 11982] Oct. Sask. Labour Rep. 49; (N.S.) p. 492; LRB File No. 269-82.
- Gypsum Drywall (Western) Ltd., see Gypsum Drywall (Northern) Ltd.*
- Hagblom Construction (1974) Ltd. Construction and General Workers, Local 890, Canada Construction Co. Ltd., Ellis, Oon Ltd., Poole Construction Co. and Graham Construction Ltd.,* 11978) June Sask. Labour Rep. 53; (J.I.) p. 39; LRB File Nos. 018-77, 019-77, 020-77, 021-77 & 022-77.
- Hagblom Construction (1974) Ltd., I.U.B.A.C., Local 3,* [1984] June Sask. Labour Rep. 42; (D.B.) p. 264; LRB File No. 445-SB.
- Hampel Construction Ltd., Carpenters Provincial Council of Saskatchewan and Urban Construction Ltd.,* 11982] June Sask. Labour Rep. 55: (N.S.) p. 410; LRB File No. 525-81.
- Hampel Construction Ltd., Eddie and U.B.C.J.A., Local 1805,* (1985] Aug. Sask. Labour Rep. 52: (D.B.) p. 576; LRB File Nos. 264-84 & 272-84.
- Hanna, see Government of Saskatchewan.*

- Hanson, UA., Local 179, [1992] 3rd Quarter Sask. Labour Rep. 104; (J.H.) p. 34; LRB File No. 041-92.*
- Harmon International Industries Inc., U.S.W.A., [1992] 2nd Quarter Sask. Labour Rep. 73; (J.H.) p. 658LRB File No. 268-91.*
- Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 2nd Quarter Sask. Labour Rep. 61; (B.B.) p. 1253; LRB File No. 276-93.*
- Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 2nd Quarter Sask. Labour Rep. 231; (B.B.) p. 1413; LRB File No. 276-93.*
- Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 3rd Quarter Sask. Labour Rep. 293; (B.B.) p. 1633LRB File No. 276-93; upheld on review, [1994] 3rd Quarter Sask. Labour Rep. 75 (Q.B.).*
- Harvest Meats Co. Ltd., Harvest Meats Employees Association and U.F.C.W., Local 1400, [1990] Fall Sask. Labour Rep. 87; (J.H.) p. 191; LRB File Nos. 082-90 & 086-90.*
- Headway Ski Corporation S.G.E.U., [1987] Aug. Sask. Labour Rep. 48(D.B.) p. 1123LRB File No. 396-86.*
- Heckel, see Revelstoke Companies Ltd.*
- Henuset Pipeline Construction Ltd., I.U.O.E., C.G.W.U. and General Workers of Canada, Local 1, (1991) 4th Quarter Sask. Labour Rep. 64; (R.H.) p. 489LRB File Nos. 146-91, 188-91 & 195-91.*
- Henuset Pipeline Contractors, see Henuset Rentals Ltd.*
- Henuset Rentals Ltd., U.A., Local 488, [1977] Oct. Sask. Labour Rep. 32; (N.S.) p. 108; LRB File No. 422-77.*
- Herb and Steve Roofing Ltd., see Modern Roofing (1978) Ltd.*
- Hickson & Morgan Electric (1980) Ltd., I.B.E.W., Local 529 and A.I.M. Electric Ltd., [1984] Apr. Sask. Labour Rep. 31(D.B.) p. 206; LRB File Nos. 326-83, 328-83, 416-83 & 419-83.*
- Holiday Inn, H.E.R.E., Local 767, Schaefer and Newman, [1985] Sept. Sask. Labour Rep. 28; (D.B.) p. 593; LRB File No. 072-85.*
- Holiday Inn Ltd., Reese and S.J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33; (D.B.) p. 1516; LRB File Nos. 207-88 & 003-89.*
- Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 38; (D.B.) p. 1416; LRB File No. 177-88.*
- Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 41; (D.B.) p. 1420; LRB File Nos. 179-88 & 180-88.*
- Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 64; (D.B.) p. 1453; LRB File No. 222-88.*
- Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66; (D.B.) p. 1455; LRB File Nos. 175-88, 176-88 & 178-88.*

- Holiday Inn Ltd.*, S.J.B.R.W.D.S.U. and Reese, [1989] Spring Sask. Labour Rep. 72: (D.B.) p. 1464: LRB File No. 207-88.
- Holiday Inn Ltd.*, S.J.B.R.W.D.S.U. and Reese, (1989) Summer Sask. Labour Rep. 84: (D.B.) p. 1590: LRB File Nos. 207-88 & 003-89.
- Holiday Inn Ltd.*, U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 227; (8.8.) p. 1871: LRB File No. 240-94.
- Holy Family Hospital*, see *Prairie #1, Alth Care Centre*.
- Homco Industries Ltd.*, see *Shelter Industries Inc.*
- Home Care Saskatoon District No. -15 Inc.*, S.G.E.U. and S.U.N., [1988] Fall Sask. Labour Rep. 50; (J.H.) p. 1295: LRB File No. 066-87.
- Household Trust Company*, U.F.C.W., Local 1400, [1987] Mar. Sask. Labour Rep. 29: (J.H.) p. 918: LRB File No. 087-86
- Hudon*, see *Inter-City Mechanical Ltd.*
- Humboldt Co-operative Association Ltd.*, see *S.J.B.R.W.D.S.U., Local 544, Hnativ*.
- ICS Western Construction Ltd.*, U.F.C.W., Local 179, [1980] May Sask. Labour Rep. 62; (N.S.) p. 546, LRB File No. 135-79.
- Immigrant Women of Saskatchewan*, S.G.E.U., [1994] 2nd Quarter Sask. Labour Rep. 125; LRB File No. 041-14.
- Imperial 400 Motel*, S.J.B.R.W.D.S.U., [1993] 1st Quarter Sask. Labour Rep. 183; (8.B.) p. 370; LRB File Nos. 226-92, 227-92 & 228-92.
- Imperial Optical Canada*, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2182, [1984] July Sask. Labour Rep. 51: (0.8.) p. 277: LRB File No. 465-83.
- Independent Trucking Ltd.*, Retail Workers Union, Local 401, [1978] Mar. Sask. Labour Rep. 51: (N.S.) p. 42: LRB File No. 549-77.
- Indian Head School Division, No. 19*, C.U.P.E., [1990] Winter Sask. Labour Rep. 68; (J.H.) p. 226; LRB File No. 089-90.
- Industrial Welding (1975) Ltd.*, U.F.C.W.A., [1986] Feb. Sask. Labour Rep. 45; (D.B.) p. 670; LRB File No. 274-85.
- Inner-Tee Security Consultants Ltd.*, U.F.C.W., Local 1400 and Argus Guard and Patrol Ltd., [1994] 4th Quarter Sask. Labour Rep. 183; (J.H./8.8.) p. 1824: LRB File No. 089-94.
- Integ Management and Support Staff (Vices Ltd.)*, C.U.P.E., Local 2399, [1989] Summer Sask. Labour Rep. 49; (J.H.) p. 1539: LRB File Nos. 008-89, 010-89 & 013-89.
- Inter-City Mechanical*, S.M.W.I.A., Local 296 and Century Mechanical (1975) Ltd., [1984] May Sask. Labour Rep. 37: (D.B.) p. 253; LRB File Nos. 002-84, 003-84 & 004-84.
- Inter-City Mechanical Ltd.*, Hudon and S.M.W.I.A., Local 296, [1984] Aug. Sask. Labour Rep. 32: (0.8.) p. 314: LRB File No. 105-84.

- Intercontinental Packers Ltd.*, U.F.C.W., Local 373-P, [1984] July Sask. Labour Rep. 47: (D.B.) p. 282; LRB File No. 459-83.
- International Brotherhood of Allied Trades, Glaziers Trade Division*, see *Sask. Construction Labour Relations Council, Glaziers Trade Division*.
- International Erectors & Riggers (a Division of Newbery Energy Ltd.)*, C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37; (N.S.) p. 215; LRB File No. 114-79.
- Interprovincial Concrete Construction Co. Ltd.*, C.G.W.U., Local 890. [1988] Winter Sask. Labour Rep. 55; (D.B.) p. 1375; LRB File No. 143-88.
- Interprovincial Concrete Construction Co. Ltd.*, Pepper and C.G.W.U., Local 890, [1989] Spring Sask. Labour Rep. 30; (J.H.) p. 1403; LRB File No. 143-88.
- Interprovincial Concrete Ltd.*, C.G.W.U., Local 890, [1989] Spring Sask. Labour Rep. 95; (D.B.) p. 1498; LRB File No. 158-87.
- Interprovincial Concrete Ltd.*, C.G.W.U., Local 890, [1991] 1st Quarter Sask. Labour Rep. 85; (R.H.) p. 309; LRB File No. 077-89.
- lpsco Inc.*, U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52:(D.B.) p. 507; LRB File No. 401-84.
- Isayew Contracting Ltd.*, I.W.A. - Canada, Local 1-184 - [1989] Winter Sask. Labour Rep. 74; (J.H.) p. 1859; LRB File No. 137-89.
- J. MacKenzie Camp Services Ltd.*, H.E.R.E., Local 1767, [1984] Mar. Sask. Labour Rep. 32: (D.B.) p. 139; LRB File No. 351-83.
- Jadon Holding! Ltd.*, U.F.C.W., Local 1400, [1991] 4th Quarter Sask. Labour Rep. 63; (J.H.) p. 467; LRB File No. 170-91.
- JKT Holdings Ltd*, H.E.R.E., Local 767, [1990] Spring Sask. Labour Rep. 66; (J.H.) p. 14 LRB File No. 149-89.
- John M. Cuelenaere Library Board*, C.U.P.E., Local 1788, [1991] 3rd Quarter Sask. Labour Rep. 42(J.H.) p. 450; LRB File No. 033-91.
- Johnson Controls Ltd*, Sinnaeve and U.A. • Local 179, [1990] Fall Sask. Labour Rep. 49; (R.H.) p. 126; LRB File No. 243-89.
- Johnson*, see *F.W. Woolworth Co. Ltd*
- Jubilee Lodge Inc.*, S.U.N., (1990) Summer Sask. Labour Rep. 70; (R.H.) p. 58; LRB File Nos. 021-90, 022-90 & 023-90.
- K.A.C.R. (A Joint Venture)*, Carpenters Provincial Council of Saskatchewan, [1984] May Sask. Labour Rep. 53: (D.B.) p. 225; LRB File No. 367-83.
- K.A.C.R. (A Joint Venture)*, Carpenters Provincial Council of Saskatchewan, (1985) Jan. Sask. Labour Rep. 41; (D.B.) p. 410; LRB File No. 342-84.
- K.A.C. R. (A Joint Venture)*, C.G.W.U., Local 890, {1984} May Sask. Labour Rep. 43; (D.B.) p. 240 LRB File No. 368-83.

- K.A.C.R. (A Joint Venture)*, I.U.O.E. Local 870, [1983] Sept. Sask. Labour Rep. 37; (D.B.) p. 16; LRB File No. 106-83.
- K.A.C.R. (A Joint Venture)*, I.U.O.E., Local 870, [1983] Nov. Sask. Labour Rep. 56; (D.B.) p. 121; LRB File No. 275-83.
- K.A.C.R. (A Joint Venture)*, I.U.O.E. Local 870, [1984] May Sask. Labour Rep. 33; (D.B.) p. 218; LRB file No. 275-83.
- K.A.C.R. (A Joint Venture)*, Nipawit Hydro Electric Employees Association, [1983] Nov. Sask. Labour Rep. 45; (D.B.) p. 15J; LRB File Nos. 144-83 & 170-83.
- Kindersley Senior Care Inc.*, S.U.N. (1989) Winter Sask. Labour Rep. 47; (D.B.) p. 1824; LRB File No. 219-88.
- Kindersley Union Hospital*, S.U.N.; Jld Enns, [1993] 3rd Quarter Sask. Labour Rep. 149; (B.B.) p. 791; LRB File No. 135-93.
- Kinistino & District Housing Corporation*, C.U.P.E., Local 2120 and Robinson, (1979) Jan. Sask. Labour Rep. 35; (N.S.) p. 136; LRB File Nos. 001-78, 002-78 & 003-78.
- Koch*, see *Crestview Chrysler-Dodge Ltd.*
- Kozak*, U.F.C.W., Local 1400, (199 4th Quarter Sask. Labour Rep. 213; (B.B.) p. 1856; LRB File No. 170-94.
- Kroma Kolor Processing Lab.*, S.J.B.R.W.D.S.U., [1985] Aug. Sask. Labour Rep. 45; (D.B.) p. 564; LRB File No. 034-85.
- L & S. Equipment (198/) Ltd.*, S.J. - R.W.D.S.U. and Schultz, [1984] May Sask. Labour Rep. 31; (D.B.) p. 250; LRB File Nos. 108-77, 109-77 & 110-77.
- Lafleche Union Hospital*, S.U.N., [1985] Dec. Sask. Labour Rep. 57; (J.H.) p. 653; LRB File Nos. 271-85, 272-85 & 273-85.
- Lafleche Union Hospital*, S.U.N., [1986] Aug. Sask. Labour Rep. 33; (J.H.) p. 880; LRB File No. 408-85.
- Lakeland Regional Library Board*, f.U.P.E., Local 3077, [1987] Apr. Sask. Labour Rep. 59; (D.B.) p. 1054; LRB File No. 116- 6.
- Lakeland Regional Library Board*, f.U.P.E., Local 3077, [1987] Oct. Sask. Labour Rep. 74; (D.B.) p. 1200; LRB File No. 116- 6.
- Lakeland Regional Library Board*, C.U.P.E., Local 3077, 11991j 2nd Quarter Sask. Labour Rep. 66; (J.H.) p. 407; LRB File No. 035-91.
- Langenburg Centennial Special C e Home*, S.E.I.U., Local 299, [1993] 1st Quarter Sask. Labour Rep. 119; (J.H.) p. 290; LRB File No. 248-92.
- Larcon International Inc.*, U.S.W.A., [1991] 2nd Quarter Sask. Labour Rep. 37; (R.H.) p. 363; LRB File Nos. 158-90, 189-90, 190-90, 191-90, 235-90 & 246-90.
- Last Mountain School Division No. 29*, C.U.P.E., (1990) Fall Sask. Labour Rep. 91; (R.H.) p. 197; LRB File No. 094-90.

- Leader-Post (The), A Division of Armadale Co. Ltd., The Newspaper Guild*, [1994] 1st Quarter Sask. Labour Rep. 242; (B.B.) p. 1J68; LRB File Nos. 251-93, 252-93 & 253-93.
- Leader School Division #24*, Saskatchewan Teachers' Federation and Johnson, [1986] Sept. Sask. Labour Rep. 66; (D.B.) p. 900; LRB File No. 012-86.
- Leavitt*, see *Confederation Flag Inn (1989) Ltd*
- Lee*. see *Wm. Clark Interiors Ltd*
- Lehner Wood Preservers Ltd*, 1.V.A., [1982] June Sask. Labour Rep. 67; (N.S.) p. 421; LRB File Nos. 014-82, 015-82, 016-82, 017-82, 018-82, 019-82, 020-82, 021-82, 022-82, 023-82, 024-82, 025-82, 026-82, 027-82, 028-82, 029-82, 030-82, 031-82, 032-82, 033-82, 034-82, 035-82, 036-82 & 037-82.
- Liick*, C.U.P.E., Local 600-5. [1994] 4th Quarter Sask. Labour Rep. 129; (B.B.) p. 1765; LRB File No. 237-93.
- LifeLine Ambulance Services Ltd.*, S.E.I.U., Local 299, P993] 3rd Quarter Sask. Labour Rep. 182; (J.H.) p. 826; LRB File No. 175-93.
- LifeLine Ambulance Service Ltd.*, S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 149; (B.B.) p. 931; LRB File No. 183-93.
- LifeLine Ambulance Service Ltd.*, S.E.I.U., Local 299, (1993) 4th Quarter Sask. Labour Rep. 171, (B.B.) p. 969; LRB File Nos. 227-93, 228-93 & 229-93.
- Liquor Board of Saskatchewan*, see *Saskatchewan Liquor Board*.
- Liquor Board of Saskatchewan*, S.G.E.A., [1979] Jan. Sask. Labour Rep. 33; (N.S.) p. 141; LRB File No. 180-78.
- Liquor Board of Saskatchewan*, S.G.E.U., [1981] May Sask. Labour Rep. 37; (N.S.) p. 340; LRB File No. 256-80.
- Liquor Board of Saskatchewan*, S.G.E.U., [1982] June Sask. Labour Rep. 64; (N.S.) p. 458; LRB File No. 037-81.
- Liquor Board of Saskatchewan*, S.G.E.U., [1984] Nov. Sask. Labour Rep. 38; (D.B.) p. 382; LRB File No. 083-84.
- Little-Borland Ltd.* Schan and U.B.C.J.A., Local 1805, [1986] Oct. Sask. Labour Rep. 48; (J.H.) p. 907; LRB File No. 221-85.
- Little-Borland Ltd.*, U.B.C.J.A., Local 1805 and Schan, (1986) Feb. Sask. Labour Rep. 55; (J.H.) p. 692; LRB File Nos. 221-85 & 275-85.
- Little-Borland Ltd.*, U.B.C.J.A., Local 1805 and Schan, [1988] Fall Sask. Labour Rep. 55; (D.B.) p. 1312; LRB File No. 164-87.
- Lloydminster School Division #99*, C.U.P.E., Local 3432, [1990] Winter Sask. Labour Rep. 70; (J.H.) p. 219; LRB File No. 013-90.
- Lockerbie & Hole Co. Ltd* CLR Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 179; (J.H.) p. 954; LRB File Nos. 187-93 & 214-93.

- Lockerbie Management Ltd.*, U.B.C. Local 1021, [1987] Apr. Sask. Labour Rep. 44 (J.H.) p. 998; LRB File No. 283-86
- Lo Rider Industries Ltd.*, see *Brown Industries (1976) Ltd.*
- M & B Trucking Ltd.*, S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82; (D.B.) p. 1338; LRB File No. 194-87.
- M. H. Foster Electrical Contractors Ltd.*, I.B.E.W., Local 529 and Bacon, [1984] Sept. Sask. Labour Rep. 30; (D.B.) p. 34; LRB File No. 191-84.
- Macdonalds Consolidated Ltd.*, see *Canada Safeway Ltd.*
- Macdonalds Consolidated Ltd.*, S.J.B.R.W.D.S.U., [1985] Mar. Sask. Labour Rep. 32; (D.B.) p. 457; LRB File No. 244-83.
- Macdonalds Consolidated Ltd.*, S.J.B.R.W.D.S.U., [1989] Winter Sask. Labour Rep. 76; (J.H.) p. 1879; LRB File No. 089-8.
- Macdonalds Consolidated Ltd.*, S.J.S.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45; (R.H.) p. 376; LRB File No. 078-91
- Macdonalds Consolidated Ltd.*, S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 48; (R.H.) p. 381; LRB File No. 078-91
- Macdonalds Consolidated Ltd.*, S.J.B.R.W.D.S.U., [1991] 4th Quarter Sask. Labour Rep. 75; (R.H.) p. 533; LRB File No. 078-91
- Macdonalds Consolidated Ltd.*, S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36; (D.B.) p. 80; LRB File No. 4-83.
- Macdonalds Consolidated Ltd.*, S.J.B.R.W.D.S.U. and Van Beselaere, [1988] Fall Sask. Labour Rep. 48; (D.B.) p. 1289; LRB File No. 254-87.
- MacKenzie Camp Services Ltd.*, see *J. MacKenzie Camp Services Ltd.*
- MacPherson*, see *Superior Hard Chrome Inc.*
- Madison Development Group Inc.*, b.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 77; (J.H.) p. 1709; LRB File No. 189-94.
- Mamma Leone's Restaurant Inc.*, E.R.E., Local 767, [1991] 1st Quarter Sask. Labour Rep. 72; (R.H.) p. 331; LRB File No. 157-90.
- Mandziak*, see *Remai Investment Co. Ltd.*
- Manitoba & Saskatchewan Coal Company Ltd.*, United Mine Workers of America, [1981] Sept. Sask. Labour Rep. 48; (N.S.) p. 398; LRB File Nos. 044-81 & 045-81.
- Marday Holdings Ltd.*, see *Days P, 'nts Ltd.*
- Markiewicz*, see *Arcade Auto Body Service Ltd.*
- Marquardt Mechanical Ltd.*, U.A., [1994] 4th Quarter Sask. Labour Rep. 83; (B.B.) p. 1716; LRB File No. 181-94.

- Ma"iott Canadian Management Services Ltd.*, S.J.B.R.W.D.S.U., [1988] Fall Sask. Labour Rep. 69; (D.B.) p. 1316; LRB File No. 029-88.
- MBS Construction (1977) Ltd.*, Carpenters Provincial Council. [1982] Mac Sask. Labour Rep. 40. (N.S.); LRB FileNo. 404-81.
- McGavins Foods Ltd.*, S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 85; (R.H.) p. 565: LRB File No. 0J2-92.
- McNutt*, see *Moose Jaw Sa-h aml Door (1963) Ltd.*
- Medical Arts Clinic*, see *Sollars et aL*
- Merit Manufacturing Inc.*..see *Fairford Industries Ltd.*
- Metal Fabricating and Construction Ltd.*. I.B.B., 11988) Fall Sask. Labour Rep. 53; (D.B.) p. 1326; LRB File No. 072-88.
- Metal Fabricating and Construction Ltd.*, Millwrights. Machine Erectors and Maintenance Union, Local1021. [1987] Aug. Sask. Labour Rep. 41; (D.B.) p. 1115: LRB FileNo. 077-87.
- Metal Fabricating Services Ltd.*- I.A.B.S.O.I.W.U., Local 838, (1990] Spring Sask. Labour Rep. 70: (R.H.) p. 19: LRB File Nos. 166-89, 193-89, 194-89, 195-89, 214-89, 215-89 & 216-89.
- Metis Addictions Council of Saskatchewan, Inc.*, S.E.I.U., Local333, [1993] 3rd Quarter Sask. Labour Rep. 49: (B.B.) p. 682; LRB File No. 002-93.
- Metis Addict[ons Council of Saskatchewan, Inc.*, S.E.I. U., Local333, f1994] 2nd Quarter Sask. LabourRep. 175: (B.B.)p. 1361; LRBFileno. 198-93.
- Metis Addictions Council of Saskatchewan, Inc.*, S.E.I.U., Local 333 and Laliberte, [1994] 1st Quarter Sask. Labour Rep. 125; (B.B.) p. 1021; LRB File Nos. 196-93, 197-93, 198-93 & 224-93.
- Microdata Consulting Services (MCS)*, E.C.W.U., Local911, [1992] 1st Quarter Sask. Labour Rep. 35; (R.H.) 549; LRB File No. 172-90.
- Mid-City Motors (1950) Ltd.*, C.B.R.T, Local 329, f1975] Mar. Sask. Labour Rep. 54; (C.P.); LRB File No. 016-74-5.
- Mid-West Motors (1966) Ltd.*, C.B.R.T. , Local 44, [1976] Feb. Sask. Labour Rep. 40LRB File No. 319-74-5.
- Mid-West Motors (1966) Ltd.*, Ewing and C.B.R.T., Local44, [1976] Feb. Sask. Labour Rep. 38; LRB File No. 302-74-5.
- Midway Sales (1979) Ltd.*, C.G.W.U.. Local890, [1987] May Sask. Labour Rep. 48; (J.H.) p. 1066: LRB File No. 302-86.
- Midway Sales (1979) Ltd.*, C.G.W.U., Local 890, [1988] Jan. Sask. Labour Rep. 35; (D.B.) p. 1230; LRB File No. 302-86.
- Mission Ridge Ski Development Inc.*, S.G.E.U., [1987] Aug. Sask. Labour Rep. 46(D.B.) p. 1121: LRB File No. 179-86.
- Modern Roofing (1978) Ltd.* , S.M.I.A., Local296, Herb and Steve Roofing Ltd. and Custom Roofing Ltd.. P986] June Sask Labour Rep. 64; (D.B.) p. 848; LRB File No. 297-85.

- Molson Saskatchewan Brewery Ltd.* U.F.C.W.. Local 318. [1988] Fall Sask. Labour Rep. 95; (D.B.) p. 1355; LRB File No. 108-88.
- Monad Contractors Ltd.* I.B.E.W.. J.pca12038, [1985] Apr. Sask. Labour Rep. 49; (D.B.) p. 479; LRB File No. 435-84.
- Moncrief* see *Bridge City Electric Ltd.*
- Moose Jaw Board of Police Commissioners*, Canadian Association of Policemen. Moose Jaw Branch. [1992] 1st Quarter Sask. Labour Rep. 88; (R.H.) p. 591; LRB File No. 047-92.
- Moose Jaw Co-operative Association Ltd.*, U.F.C.W.. Local 1400, [1984] Jan. Sask. Labour Rep. 30; (D.B.) p. 128; LRB File No. 349-83.
- Moose Jaw Co-operative Association Ltd.*, U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 43; (D.B.) p. 482; LRB File No. 315-83.
- Moose Jaw Co-operative Association Ltd.* U.F.C.W.. S.J.B.R.W.D.S.U.. [1980] Mar. Sask. Labour Rep. 31. (N.S.) p. 228. LRB File No. 165-79.
- Moose Jaw Sash and Door (1963) Ltd.* I.W.A., [1980] Dec. Sask. Labour Rep. 40; (N.S.); LRB File Nos. 061-80, 062-80 & 063-80.
- Moose Jaw Sash and Door (1963) Ltd.* I.W.A., [1981] May Sask. Labour Rep. 54, 55, 56; (N.S.) p. 356, 358, 359; LRB File No. 016-81.
- Moose Jaw Sash and Door (1963) Ltd.* I.W.A., Local 184, [1979] Jan. Sask. Labour Rep. 31; (N.S.) p. 144; LRB File No. 201-78.
- Moose Jaw Sash and Door (1963) Ltd.* I.W.A., Local 1-184, [1979] Oct. Sask. Labour Rep. 39; (N.S.) p. 221; LRB File No. 172-79.
- Moose Jaw Sash and Door (1963) Ltd.* I.W.A., Local 1-184, [1980] May Sask. Labour Rep. 69; (N.S.) p. 238; LRB File No. 12-79.
- Moose Jaw Sash and Door (1963) Ltd.* McNutt and I.W.A., [1980] July Sask. Labour Rep. 37 (N.S.) p. 312; LRB File No. 033-80.
- Moose Jaw Steel Fab Services Ltd.* see *Fairford Industries Ltd.*
- Moose Jaw Times-Herald*, Moose Jaw Typographical Union, Local 627, [1975] Mar. Sask. Labour Rep. 2, (C.P.), LRB File No. 301-73-4.
- Morin.* see *A.I.M. Electric Ltd.*
- Morris Rod Weeder Co. Ltd.* S.J. B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32. (N.S.) p. 26; LRB File Nos. 375-77, 451-77, 452-77 & 462-77.
- Morris Rod Weeder Co. Ltd.* S.J. B.R.W.D.S.U.. Local 955 and Robb, [1975] Mar. Sask. Labour Rep. 5; (C.P.), LRB File No. 222-73-4.
- Municipal Sidewalk, Curb and Gutter Construction Employers' Organization*, see *Saskatchewan Construction Labour Relations Council.*
- Ne-Ho Enterprises Ltd.* U.F.C.W. Local 1400, [1989] Winter Sask. Labour Rep. 72; (J.H.) p. 1857; LRB File No. 095-89.

- Ne-Ro Enterprises Ltd.*, U.F.C.W., Local 1400, [1989] Winter Sask. Labour Rep. 78; (D.B.) p. 1881; LRB File Nos. 005-89, 022-89 & 024-89.
- Ne-Ho Enterprises Ltd.*, U.F.C.W., Local 1400, [1989] Spring Sask. Labour Rep. 79; (D.B.) p. 1478; LRB File No. 229-88.
- Ne-Ho Enterprises Ltd.*, U.F.C.W., Local 1400, [1990] Spring Sask. Labour Rep. 53; (J.H.) p. 1876; LRB File Nos. 122-89, 124-89, 142-89 & 147-89.
- Nelsons Laundries Ltd., operating as Arthur Rose Cleaners/Sasklinen Services*, S.J.B.R.W.D.S.U., 11993] 1st Quarter Sask. Labour Rep. 242(B.B.) p. 459; LRB File No. 254-92.
- Newbery Energy Ltd.*.. see *International Erectors & Riggers*.
- Nipawin & District Services to the Handicapped Inc.*., C.U.P.E., Local 3370, [1989] Winter Sask. Labour Rep. 38; (D.B.) p. 1813; LRB File No. 054-89.
- Nipawin & District Services to the Handicapped Inc.*.. C.U.P.E., Local3370, [1993] 4th Quarter Sask. Labour Rep. 196; (B.B.) p. 981; LRB File No. 142-93.
- Norsk Contract Sales Ltd.*, International Union of Painters and Allied Trades, [1985] Oct. Sask. Labour Rep. 41; (D.B.) p. 628; LRB File No. 152-85.
- North Regina Mediclinic*, C.U.P.E., 572002 Saskatchewan Ltd. and Marshall, 11988] Mar. Sask. Labour Rep. 39; (D.B.) p. 1254LRB File No. 191-87.
- Northern Telecom Canada Ltd.*, Communications Workers of Canada, [1985] Oct. Sask. Labour Rep. 46; (J.H.) p. 630; LRB File No. 062-85.
- Northern Telecom Company Ltd.*, Rintoul and Communications Workers ofCanada, [1985] Oct Sask. Labour Rep. 31; (J.H.) p. 634; LRB File No. 067-85.
- Northern Village of Buffalo Na"ows*, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28; (D.B.) p. 665; LRB File No. 149-85.
- O.K. Economy Stores (A Division of Westfair Foods Ltd.)*, S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 64LRB File No. 264-89.
- O.K. Ecolomy Stores (A Division of Westfair Foods Ltd.)*, S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 131; (B.B.) p. 1329; LRB File No. 039-94.
- O/mec Construction Ltd.*, U.A., Local1264, P988] Fall Sask. Labour Rep. 45; (D.B.) p. 1291 :LRB File No. 250-87.
- Onenhreit Sanitation Services Ltd.*, C.U.P.E., (1982] June Sask. Labour Rep. 66; (N.S.) p. 461; LRB File Nos. 115-82, 116-82, 117-82, 118-82, 119-82, 120-82& 121-82.
- P. CL.*..see *PCL*
- P.O. S. Pilot Plant Corporation*, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 315; (B.B.) p. 1244; LRB FileNos. 267-93 & 013-94.
- PADC Holdings Ltd. (Prince Albert Inn)*. U.F.C.W., Local 1400, 11994] 1st Quarter Sask. Labour Rep. 254; (B.B.) p. 1180; LRB File No. 281-93.

- PADC Holdings Ltd (Prince Albert Inn)*, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 305: (8.8.) p. 1234: LRB File Nos. 290-93, 291-93 & 292-93
- Pan-Western Construction Ltd.*, see *Pana Construction Co. Ltd.*
- Parkland Drywall Ltd.*, Carpenters Provincial Council of Saskatchewan, [1985] July Sask. Labour Rep. 39: (O.8.) p. 559: LRB File Nos. 029-85 & 030-85.
- Parkland School Unit No. 63*, C.U.P.E., Local 832, [1978] June Sask. Labour Rep. 56; (N.S.) p. 90: LRB File No. 564-77.
- Parkland Society for Aid to the Mentally Handicapped*, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 147: (8.8.) p. 590: LRB File No. 112-93.
- Parkridge Centre*, S.U.N., [1988] Feb Sask. Labour Rep. 58; (D.B.) p. 1298; LRB File No. 228-87.
- Pasqua Hospital*, C.U.P.E., Local 1612, [1991] 4th Quarter Sask. Labour Rep. 61: (R.H.) p. 475 LRB File No. 101-91.
- Pasqua Hospital (South Saskatchewan Hospital Centre)*, Saskatchewan Association of Medical Laboratory Technologists - Pasqua Hospital Employees Association and C.U.P.E., Local 1612, [1976] July Sask. Labour Rep. 41: (C.P.): LRB File No. 334-75.
- Patent Scaffolding Co. - Canada, A Division of Harsco Canada Ltd.*, U.B.C.J.A., Local 11985, [1993] 3rd Quarter Sask. Labour Rep. 98: (B.B.) p. 735: LRB File No. 127-93.
- PCL Construction Ltd.*, Saskatchewan Provincial Council of Carpenters and Fidelity Construction Ltd., [1984] Feb. Sask. Labour Rep. 38: (D.B.) p. 187: LRB File No. 215-83.
- PCL Industrial Constructors*, see *Dominion Co. Inc*
- Penn-Co Construction Ltd.*, I.U.O., Local 870 and Construction Workers Association, Local 1151, [1990] Summer Sask. Labour Rep. 39; (R.H.) p. 24; LRB File No. 187-89.
- Peter Kiewit & Sons Company of Canada Ltd.*, see *K.A.C.R.*
- Pfefferle*, see *Ace Masonry Contractors Ltd.*
- Phil's Restaurant Ltd*, H.E.R.E., [1982] May Sask. Labour Rep. 53: (N.S.) p. 405; LRB File Nos. 482-81, 483-81, 483-81, 484-81, 488-81, 489-81, 490-81, 491-81, 492-81 & 493-81.
- Pineland Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., (1986) May Sask. Labour Rep. 57 (J.H.) p. 794: LRB File No. p47-85.
- Pineland Co-operative Association Ltd*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 97: (B.B.) p. 533: LRB File No. 099-93.
- Pineland Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., Local 496, [1988] Feb. Sask. Labour Rep. 62: (J.H.) p. 1249: LRB file No. 147-87.
- Pioneer Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., [1988] Winter Sask. Labour Rep. 49: (D.B.) p. 1366; LRB File Nos. 155-87 to 157-87.
- Pioneer Life Assurance Company Ltd.*, see *Canadian Pioneer Management Group*.
- Pioneer Trust Company*, see *Canadian Pioneer Management Group*.

- Place Riel Society*, C.U.P.E., Local 1975, [1985] Apr. Sask. Labour Rep. 57; (D.B.) p. 516; LRB File No. 409-84.
- Plains Health Centre*, H.S.A.S., C.U.P.E., Local 1838, [1985] May Sask. Labour Rep. 38; (D.B.) p. 513; LRB File Nos. 413-84 & 414-84.
- Plains Health Centre*, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48; (D.B.) p. 1040; LRB File Nos. 421-85 & 422-85.
- Plains Health Centre*, S.U.N. and C.U.P.E., Local 1838, [1979] Feb. Sask. Labour Rep. 48; (N.S.) p. 170; LRB File Nos. 150-78 & 172-78.
- Plains Poultry Ltd.*, S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 94; (R.H.) p. 599; LRB File No. 228-91.
- Poberznek*, see *United Masonry Construdion Ltd.*
- Poole Construction Company Ltd.*, see *Hagblom Construction (1974) Ltd.*
- Potash Corporation of Saskatchewan Mining Ltd., Cory Div.* U.S.W.A., Local 7458, fi 989J Summer Sask. Labour Rep. 26; (D.B.) p. 1504; LRB File No. 159-88.
- Pow City Mechanical Ltd.*, U.A., [1985] Dec. Sask. Labour Rep. 62; (J.H.) p. 656; LRB File Nos. 266-85, 267-85, 268-85, 269-85 & 270-85.
- Prairie Health Care Centre*, S.U.N. and Holy Family Hospital, [1993] 1st Quarter Sask. Labour Rep. 92; (B.B.) p. 247; LRB File Nos. 190-92 & 191-92.
- Prairie Lube Ltd. (Mr. Lube)*, U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 90; (J.H.) p. 1724; LRB File No. 147-94.
- Prairie Micro-Tech Inc.*, S.J.B.R.W.D.S.U., [1994] 3rd Quarter Sask. Labour Rep. 87; (B.B.) p. 1427; LRB File No. 088-94.
- Prairie Micro-Tech Inc.*, S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 147; (B.B.) p. 1785; LRB File No. 238-94.
- Prairie Pipeline Ltd.*, C.G.W.-V., Local 180, [1991] 4th Quarter Sask. Labour Rep. 73; (R.H.) p. 513; LRB File No. 189-91.
- Prince Albert Community Clinic*, H.S.A.S., [1987] Apr. Sask. Labour Rep. 45; (D.B.) p. 1035; LRB File No. 008-86.
- Prince Albert Comprehensive High School Board*, V.B.C.J.A., [1981] Sept. Sask. Labour Rep. 51; (N.S.) p. 382; LRB File No. 144-81.
- Prince Albert Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., Local 496, [1982] May Sask. Labour Rep. 55; (N.S.); LRB File No. 535-81.
- Pro-More Industries Ltd.*, see *Brown Industries (1976) Ltd.*
- Providence Hospital*, see *Battlefords Union Hospital*
- Provincial Maintenance Ltd.*, U.A. and I.B.B., Local 5)5, [1987] Feb. Sask. Labour Rep. 65; (J.H.) p. 987; LRB File No. 117-85.

- Pyne, S.G.E.U., Meier and Kerr*. [198] SepL Sask. Labour Rep. 57; (D.B.) p. 891; LRB File No. 056-86.
- Quill Plains Centennial Lodge, S.U.N.*. [1985] Dec. Sask. Labour Rep. 64; (D.B.) p. 648; LRB File No. 063-85.
- Radke*. Canadian Paperworkers Union, Local 1120, [1993] 2nd Quarter Sask. Labour Rep. 57; (B.B.) p. 498; LRB File No. 262-92
- Ramsay Construction Ltd.*, see *K.A. .R.*
- Red Deer Nursing Home, C.U.P.E.*, Local 828. [1989] Spring Sask. Labour Rep. 90; (D.B.) p. 1492; LRB File No. 162-88.
- Redi-Mix Ltd*, Chauffeurs, Teamsters and Helpers, Local 395, [1981] May Sask. Labour Rep. 57; (N.S.) p. 345; LRB File No. 26-81.
- Reese*, see *Holiday Inn Ltd*
- Refrigeration Installations, A Division of Beaver Engineering Ltd.*, Canadian Association of Industrial, Mechanical and Allied Workers, Local 11, [1989] Spring Sask. Labour Rep. 58; (D.B.) p. 1443; LRB File No. 172-88.
- Refrigeration Installations, A Division of Honeywell Ltd-Honeywell Limitee*, U.A. and Canadian Auto Workers Union [1994] 2nd Quarter Sask. Labour Rep. 121(B.B.) p. 1319; LRB File No. 057-94.
- Regina Board of Police Commissioners*, Regina Police Association Inc., [1993] 4th Quarter Sask. Labour Rep. 126; (J.H.) p. 907; LRB File No. 250-93.
- Regina Board of Police Commissioners*, Regina Police Association Inc., [1994] 3rd Quarter Sask. Labour Rep. 235; (B.B.) p. 563; LRB File No. 159-93.
- Regina Board of Police Commissioners*, Regina Police Association Inc., [1994] 3rd Quarter Sask. Labour Rep. 272; (B.B.) p. 1604; LRB File No. 250-93.
- Regina Board of Police Commissioners*, Regina Police Association Inc. and City of Regina, [1994] 1st Quarter Sask. Labour Rep. 86; (B.B.) p. 1151; LRB File Nos. 159-93 & 160-93.
- Regina Cartage & Storage (1989) Ltd*, C.B.R.T., (1990) Summer Sask. Labour Rep. 41; LRB File No. 111-89.
- Regina Design Millwork Ltd*, I.W.A., Local 1184, [1981] May Sask. Labour Rep. 42; (N.S.) p. 323; LRB File No. 344-80.
- Regina District Health Board (formerly General Hospital)*, C.U.P.E.; Local 76, [1994] 1st Quarter Sask. Labour Rep. 232, (B.B.) p. 1156, LRB File No. 263-93.
- Regina Exhibition Association*, H.E.R.E., Local 767, [1986] Apr. Sask. Labour Rep. 42; (D.B.) p. 755; LRB File Nos. 431-85 & 432-85.
- Regina Exhibition Association*, H.E.R.E., Local 767, [1986] Oct. Sask. Labour Rep. 43; (J.H.) p. 911. LRB File No. 015-6.
- Regina Exhibition Association Ltd.*, S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 49; (R.H.) p. 185; LRB File No. 075-90.

-
- Regina Exhibition Association Ltd.*, S.J.B.R.W.D.S.U., [199J] 1st Quarter Sask. Labour Rep. 54: (R.H.) p. 338; LRB File No. 075-90.
- Regina Exhibition Association Ltd.*, S.J.B.R.W.D.S.U., [1992]4th Quarter Sask. Labour Rep. 75; (B.B.) p. 125LRB File No. 182-92.
- Regina Exhibition Association Ltd.*, S.J.B.R.W.D.S.U., [1993] 1st Quarter Sask. Labour Rep. 121; (B.B.) p. 291; LRB File Nos. 196-92 & 214-92.
- Regina Exhibition Association Ltd.*, S.J.B.R.W.D.S.U., [1993]14th Quarter Sask. Labour Rep. 85: (B.B.) p. 865; LRB File Nos. 202-93 & 212-93.
- Regina Exhibition Association Ltd.*, S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 216: (B.B.) p. 1002Reported again [1994] 1st Quarter Sask, Labour Rep. 106; LRB File Nos. 256-93, 257-93. 258-93. 259-93 & 260-93.
- Regina Exhibition Association Ltd.*, S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 89: (J.H./B.B.) p. 1266; LRB File No. 058-94.
- Regina General Hospital*, C.U.P.E., Local 176. [1988] Fall Sask. Labour Rep. 35(D.B.) p. 1259; LRB File No. 165-87.
- Regina General Hospital*, C.U.P.E., Local 176, [1989] Spring Sask. Labour Rep. 94; (D.B.) p. 1497; LRB File No. 271-88.
- Regina General Hospital*, H.S.A.S., [1984] Mar. Sask. Labour Rep. 33(D.B.) p. 94; LRB File No. 336-83.
- Regina General Hospital*, Saskatchewan Association of Medical Laboratory Technologists, (1978) July Sask. Labour Rep. 49: (N.S.) p. 131L_RB File Nos. 617-77 & 618-77.
- Regina Health Board*, C.U.P.E., 11993) 2nd Quarter Sask. Labour Rep. 229; (J.H.) p. 675; LRB File No. 106-93.
- Regina Health District*, C.U.P.E., Local 176; [1994] 4th Quarter Sask. Labour Rep. 156; (B.B.) p. 1795LRB File No. 236-94.
- Regina Native Women's Association*, S.G.E.U., [1986] Mar. Sask. Labour Rep. 19; (J.H.) p. 733 LRB File No. 307-85.
- Regina Native Women's Association*, S.G.E.U., [1986] July Sask. Labour Rep. 29; (J.H.) p. 86; LRB File Nos. 335-85.336-85, 337-85, 338-85, 339-85, 340-85, 341-85 & 342-85.
- Regina Native Women's Association*, S.G.E.U., [1986] Nov. Sask. Labour Rep. 4L (J.H.) p. 925; LRB File No. 342-85.
- Regina News Ltd.*, S.J.B.R.W.D.S.U., Local 568, [1987] Apr. Sask. Labour Rep. 56; (J.H.) p. 1051; LRB File No. 205-86.
- Regina Pioneer Village Ltd.*, C.U.P.E., Local 1138 and Volk, [1992] 2nd Quarter Sask. Labour Rep. 60; (R.H.) p. 636; LRB File No. 209-91.
- Regina Pioneer Village Ltd.*, Regina Pioneer Village Staff Nurses Association, [1990] Summer Sask. Labour Rep. 93; (R.H.) p. 94; LRB File Nos. 248-89 & 257-89.
- Regina Public Library Board*, C.U.P.E., Local 1594, [1993] 1st Quarter Sask. Labour Rep. 276; (B.B.) p. 470; LRB File No. 250-92.

- Regina Public School District No. 4*, Board of Education Administrative Personnel Union and Regina Collegiate Institute. (1978) June Sask. Labour Rep. 44: (N.S.) p. 13; LRB File No. 380-77.
- Regina Transition Women's Society*, S.G.E.U., [1983] Sept. Sask. Labour Rep. 52: (D.B.) p. 68; LRB File No. 068-83.
- Regina's Market Square Early Child Care Centre Inc.*, C.U.P.E., [1989] Spring Sask. Labour Rep. 29: LRB File Nos. 196-88, 197-88 & 198-88.
- Relax Industries Ltd.*, Carpenters Provincial Council of Saskatchewan and Rydec Construction Ltd., [1981] June Sask. Labour Rep. 34: (N.S.) p. 360; LRB File No. OJ4-81.
- Remai Investment Co. Ltd.*, see *Beuf l.*
- Remai Investment Co.*, E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97; (J.H.) p. 665; LRB File Nos. 027-92 & 028-92.
- Remai Investment Co. Ltd.*, H.E.R.I.L. Local 767, [1989] Spring Sask. Labour Rep. 77: (J.H.) p. 1475; LRB File Nos. 155-88, 156-88 & 157-88.
- Remai Investment Co. Ltd.*, Man 3k, S.J.B.R.W.D.S.U., (1987) Dec. Sask. Labour Rep. 35: (D.B.) p. 1215; LRB File No. 162-g7.
- Remai Investment Co. Ltd.*, S.J.B.R.W.D.S.U., [1988] Fall Sask. Labour Rep. 76: (D.B.) p. 1331; LRB File Nos. 095-88, 096-88, 097-88, 098-88 & 099-88.
- Remai Investment Co.*, S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97; (J.H.) p. 229; LRB File Nos. 053-90, 054-90 & P56-90 to 058-90.
- Remai Investment Co.*, S.J.B.R.W.D.S.U., (1990) Winter Sask. Labour Rep. 100; (J.H.) p. 276; LRB File Nos. 053-90, 054-90 & 056-90 to 058-90.
- Remai Investment Co.*, S.J.B.R.W.D.S.U., [1991] 4th Quarter Sask. Labour Rep. 48: (J.H.) p. 477; LRB File Nos. 056-90 to 058-90.
- Remai Investment Co.*, S.J.B.R.W.D.S.U., [1991] 4th Quarter Sask. Labour Rep. 56: (J.H.) p. 486; LRB File No. 143-91.
- Remai Investment Co.*, S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 136: (B.B.) p. 918; LRB File Nos. 167-93 & 168-93.
- Remai Investment Co.*, S.J.B.R.W.D.S.U. and 592828 Saskatchewan Ltd., [1993] 2nd Quarter Sask. Labour Rep. 140; (J.H.) p. 83; LRB File No. 058-90.
- Remai Investment Co. Ltd.*, S.J.B.R.W.D.S.U. and Piercy et al., [1987] Oct. Sask. Labour Rep. 48: (O.S.) p. 1160; LRB File No. 040-87.
- Remai Investment Co.*, S.J.B.R.W.D.S.U. and Ruff, [1993] 3rd Quarter Sask. Labour Rep. 103: (B.B.) p. 740; LRB File No. 132-93.
- Remai Investment Co. Ltd.*, Wilso and S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 97; (J.H./R.H.) p. 205; LRB File No. 088-90.
- Saskatchewan Joint Board, Retail Wholesale Department Store Union, Local 544*, Hnativ, [1981] Feb. Sask. Labour Rep. 54: (N.S.) p. 510; LRB File No. 190-80.

- Revelstoke Companies Ltd.*, C.G.W.U., Local890, [1985] Oct. Sask. Labour Rep. 56; (D.B.) p. 595
LRB File Nos. 135-85, 136-85, 137-85, 138-85, 139-85, 140-85 & 141-85.
- Revelstoke Companies Ltd.*, C.G.W.U., Local890, [1986] Apr. Sask. Labour Rep. 46; (D.B.) p. 760;
LRB File Nos. 137-85, 139-85 & 141-85.
- Reve/stoke Companies Ltd.*, Heckel and Construction and General Labourers, Local 890, [1984] Oct.
Sask. Labour Rep. 56; (DB.) p. 349; reasons for dissent, p. 352; LRB File No. 071-84.
- Rintoul*, see *Northern Telecom Company Ltd.*
- Rite Way Mfg. Co. Ltd.*, Farm Implement Workers Association and U.S.W.A., [1980] July Sask.
Labour Rep. 42; (N.S.) p. 271; LRB File Nos. 073-80 & 074-80.
- Rite Way Mfg. Co. Ltd.*, Rosiak and U.S.W.A., [1981] Sept. Sask. Labour Rep. 46; (N.S.) p. 395;
LRB File No. 138-81.
- Rite Way Mfg. Co. Ltd.*, U.S.W.A., [1979] July Sask. Labour Rep. 35; (N.S.) p. 205; LRB File No.
032-79.
- Rite Way Mfg. Co. Ltd.*, U.S.W.A., [1979] Aug. Sask. Labour Rep. 56; (N.S.) p. 209; LRB File Nos.
063-79, 069-79, 081-79, 083-79 & 087-79.
- Rite Way Mfg. Co. Ltd.*, U.S.W.A., [1980] May Sask. Labour Rep. 78; (N.S.) p. 251; LRB File No.
006-80.
- Rosetown School Division No.43*, C.U.P.E., Local13002, [1981] May Sask. Labour Rep. 49; (N.S.)
p. 354; LRB File No. 385-80.
- Rosiak*, see *Rite Way Mfg. Co. Ltd.*
- Royal Canadian Legion No. 56*, S.E.I.U., Local336, [1987] Aug. Sask. Labour Rep. 45; (D.B.)
p. 1113; LRB File No. 090-87.
- Royal Canadian Legion No. 56*, S.E.I.U., Local336, [1989] Spring Sask. Labour Rep. 93; (D.B.)
p. 1495; LRB File No. 190-88.
- Royal Canadian Legion No. 56*, S.E.I.U., Local336, [1990] Summer Sask. Labour Rep. 99; (R.H.)
p. 102; LRB File No. 192-89.
- Royal Canadian Legion Regina (Sask.) No.1 Branch*, S.J.B.R.W.D.S.U., Local454, [1989] Spring
Sask. Labour Rep. 56; (J.H.) p. 1467; LRB File No. 067-88.
- Royal University Hospital*, H.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep.
167; (J.R.) p. 611; LRB File No. 210-90.
- Royal University Hospital*, H.S.A.S. and S.E.I.U., Local333, [1993] 3rd Quarter Sask. Labour Rep.
128; (J.H.) p. 767; LRB File No. 210-90.
- Royal University Hospital*, H.S.A.S. and S.E.I.U., Local333, [1994] 1st Quarter Sask. Labour Rep.
212; (J.H./B.B.) p. 1118; LRB File Nos. 210-90 & 223-93.
- Royal University Hospital*, H.S.A.S. and S.E.I.U., Local 333UH, [1994] 4th Quarter Sask. Labour
Rep. 63; (B.B.) p. 1673; LRB File No. 272-93.
- Royal University Hospital*, see *Skomar*.

- Rural Municipality of Corman Park No. 344*, I.U.O.E., Local 870, [1984] June Sask. Labour Rep. 44; (D.B.) p. 263; LRB File No. 006-84.
- Rural Municipality of Lipton, No. 2/r/l*, I.U.O.E., Local 870, [1993] 4th Quarter Sask. Labour Rep. 119; (J.H.) p. 900; LRB File Nos. 180-93, 181-93 & 182-93.
- Rydec Construction Ltd.*, see *Relax Industries Ltd.*
- St. Joseph's Home*, S.E.I.U., Local 33, [1991] 2nd Quarter Sask. Labour Rep. 64 (J.H.) p. 405; LRB File No. 005-91.
- St. Joseph's Hospital*, S.V.N., Sisters of Charity of Montreal (Grey Nuns) and Foyer D'Youville, [1985] Apr. Sask. Labour Rep. 46 (D.B.) p. 503; LRB File No. 378-84.
- St. Joseph's Union Hospital*, C.U.P.I.L. Local 1304, [1984] July Sask. Labour Rep. 36; (D.B.) p. 275; LRB File No. 470-83.
- St. Louis Alcoholism Rehabilitation Centre*, S.G.E.A., [1981] May Sask. Labour Rep. 46; (N.S.) p. 352; LRB File Nos. 376-80, 402-81 & 403-81.
- St. Louis Alcoholism Rehabilitation Centre*, S.G.E.A., [1981] Oct. Sask. Labour Rep. 35; (N.S.) p. 384; LRB File No. 375-80
- St. Paul's Hospital*, H.S.A.S. and S.B.I.U., Local 333, [1994] 1st Quarter Sask. Labour Rep. 269; (B.B.) p. 1196; LRB File No. 292-91.
- St. Paul's Hospital*, S.E.J.U., Local 383, [1991] 2nd Quarter Sask. Labour Rep. 78; (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91.
- St. Paul's Hospital*, S.U.N., [1989] Summer Sask. Labour Rep. 46; (J.H.) p. 1536; LRB File No. 283-88.
- Salem Industries Canada Ltd.*, Construction Workers Association, Local 151, [1986] June Sask. Labour Rep. 69; (D.B.) p. 854; LRB File Nos. 033-86 & 044-86.
- Salem Industries Canada Ltd.*, I.A.S.O.I.W.U., Local 771 and Construction Workers Association, Local 151, [1986] July Sask. Labour Rep. 40; (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.
- Salvation Army, Canada West*, see *Governing Council of the Salvation Army, Canada West*.
- Santa Fe Foods Inc.*, S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 74 (R.H.) p. 413; LRB File Nos. 014-91, 015-91 & 016-91.
- Santa Maria Senior Citizens Home*, C.U.P.E., Local 2569, [1994] 4th Quarter Sask. Labour Rep. 134; (B.B.) p. 1770; LRB File No. 192-94.
- Saskatchewan Abilities Council*, A.S.U., Local 615 and Gerbrandt, [1990] Summer Sask. Labour Rep. 78; (J.H.) p. 56; LRB File No. 018-90.
- Saskatchewan Centre of the Arts*, I.A.T.S.E., [1992] 3rd Quarter Sask. Labour Rep. 127; (J.H.) p. 61; LRB File No. 126-92.
- Saskatchewan Centre of the Arts*, I.A.T.S.E., [1992] 3rd Quarter Sask. Labour Rep. 143; (J.H.) p. 61; LRB File No. 126-92.

- Saskatchewan Construction Labour Relations Council Inc.*, Bricklayers and Masons International Union of America. Local 3. Eckl Ceramics (1978) Ltd., Kantor and Gariepy, [1985] Mar. Sask. Labour Rep. 40: (D.B.) p. 459; LRB File Nos. 352-84 & 353-84.
- Saskatchewan Construction Labour Relations Council Inc.*, Construction Labour Relations Association of Saskatchewan Inc., [1993] 3rd Quarter Sask. Labour Rep. 145; (B.B.) p. 787; LRB File No. 147-93.
- Saskatchewan Construction Labour Relations Council Inc.*, Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 202; (B.B.) p. 993; LRB File No. 147-93.
- Saskatchewan Construction Labour Relations Council Inc.*, Construction Labour Relations Association of Saskatchewan Inc., [1994] 1st Quarter Sask. Labour Rep. 217; (B.B.) p. 1132; LRB File No. 023-94.
- Saskatchewan Construction Labour Relations Council Inc.*, Construction Labour Relations Association of Saskatchewan and Saskatchewan Provincial Building and Construction Trades Council, [1994] 2nd Quarter Sask. Labour Rep. 190; (B.B.) p. 1393; File No. 023-94.
- Saskatchewan Construction Labour Relations Council Inc.*, I.B.E.W., Locals 529 and 2038, [1982] Oct. Sask. Labour Rep. 43; (N.S.) p. 487; LRB File No. 323-82.
- Saskatchewan Construction Labour Relations Council Inc.*, Municipal Sidewalk, Curb and Gutter Construction Employers' Organization and C.G.W.U., Local 890, [1980] Sept. Sask. Labour Rep. 40: (N.S.) p. 289; LRB File Nos. 008-80 & 051-80.
- Saskatchewan Construction Labour Relations Council Inc.*, Glaziers Trade Div., Unionized Glass & Architectural Metal Contractors Association Saskatchewan Inc., International Brotherhood of Allied Trades, Glaziers Trade Division, [1984] Apr. Sask. Labour Rep. 38; (D.B.) p. 105; LRB File No. 028-83.
- Saskatchewan Co-operative Creamery Association Ltd.*, S.J.B.R.W.D.S.U., [1989] Winter Sask. Labour Rep. 44: (D.B.) p. 1820; LRB File No. 045-89.
- Saskatchewan Council for Crippled Children and Adults*, see *Shepherd and Rogers*
- Saskatchewan Council for Crippled Children and Adults*, see *Shepherd and Rogers*
- Saskatchewan Crop Insurance*, Binkley, [1994] 2nd Quarter Sask. Labour Rep. 161; (B.B.) p. 1371; LRB File No. 061-94.
- Saskatchewan Government Insurance*, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48; (D.B.) p. 1018; LRB File Nos. 125-86, 126-86, 127-86 & 128-86.
- Saskatchewan Health-Care Association*, see *Wolf Willow Lodge*.
- Saskatchewan Health-Care Association*. C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74: (B.B.) p. 516; LRB File No. 006-93.
- Saskatchewan Health-Care Association*, Saskatchewan Insurance Office and Professional Employees' Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137; (J.H.) p. 310; LRB File No. 049-92.

- Saskatchewan Hotel Ltd., C.B.R.T.*, [1987] Feb. Sask. Labour Rep. 74(D.B.) p. 965; LRB File No. 291-86.
- Saskatchewan Housing Corporation*, S.G.E.U., [1983] July Sask. Labour Rep. 34: (D.B.) p. 44: LRB File No. 437-82.
- Saskatchewan Housing Corporation*, S.G.E.U., [1983] Sept. Sask. Labour Rep. 54(D.B.) p. 71, LRB File No. 189-83.
- Saskatchewan Housing Corporation*, S.G.E.U., [1986] May Sask. Labour Rep. 40; (D.B.) p. 764: LRB File No. 335-84.
- Saskatchewan Institute of Applied Science and Technology*, S.G.E.U., [1989] Summer Sask. Labour Rep. 51: (D.B.) p. 1542; LRB File No. 131-88.
- Saskatchewan Institute of Applied Science and Technology*, S.G.E.U., [1989] Summer Sask. Labour Rep. 70: (D.B.) p. 1541; LRB File No. 281-88.
- Saskatchewan Institute of Applied Science and Technology*, S.G.E.U. and Saskatchewan Institute of Applied Science and Technology Faculty Association, [1988] May Sask. Labour Rep. 42. (D.B.) p. 1275; LRB File No. 001-88 & 002-88.
- Saskatchewan Legal Aid Commission*, C.U.P.E., Local 1949 and Neufeld, [1986] Dec. Sask. Labour Rep. 33; (D.B.) p. 931; LRB File No. 089-86.
- Saskatchewan Liquor Board*, see *Basaraba*.
- Saskatchewan Liquor Board*, see *Liquor Board of Saskatchewan*.
- Saskatchewan Liquor Board*, S.G.E.U., [1981] May Sask. Labour Rep. 37; (N.S.) p. 340; LRB File No. 256-80.
- Saskatchewan Liquor Board*, S.G.E.U., [1985] May Sask. Labour Rep. 35; (D.B.) p. 528; LRB File Nos. 443-83 & 485-83.
- Saskatchewan Liquor Board*, S.G.E.U. and Saskatchewan Brewers Association Ltd., [1985] July Sask. Labour Rep. 41; (D.B.) p. 548; LRB File No. 100-83.
- Saskatchewan Liquor Board*, S.G.E.U. and Saskatchewan Liquor Licensing Commission, [1984] Aug. Sask. Labour Rep. 40; (D.B.) p. 304; LRB File No. 490-83.
- Saskatchewan Liquor Licensing Commission*, see *Saskatchewan Liquor Board*.
- Saskatchewan Power Corporation*, E.C.W.U., Local 649, [1988] Winter Sask. Labour Rep. 64: (J.H.) p. 1388; LRB File No. 022-88.
- Saskatchewan Power Corporation*, B.E.W., Local Union No. 2067, [1976] Sask. Labour Rep. 33; (J.I.): LRB File No. 122-76
- Saskatchewan Power Corporation*, B.E.W., Local 2067 and Government of Saskatchewan, [1993] 1st Quarter Sask. Labour Rep. 286; (B.B.) p. 487; LRB File No. 256-92.
- Saskatchewan Property Management Corporation*, S.G.E.U. and Brown, [1988] Winter Sask. Labour Rep. 53; (D.B.) p. 1372; LRB File No. 170-88.

- Saskatchewan Telecommunications*, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 55; (D.B.) p. 1090; LRB File No. 028-87.
- Saskatchewan Telecommunications*, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61 (D.B.) p. 1098; LRB File No. 034-87.
- Saskatchewan Telecommunications*, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 67; (D.B.) p. 1082; LRB File No. 013-87.
- Saskatchewan Telecommunications*, Communications and Electrical Workers of Canada, [1989] Spring Sask. Labour Rep. 68; (J.H.) p. 1459; LRB File No. 158-88.
- Saskatchewan Telecommunications*, Communications Workers of Canada, [1988] Apr. Sask. Labour Rep. 35; (D.B.) p. 1265; LRB File No. 067-87.
- Saskatchewan Wheat Pool*, G.S.U., Local 000, [1994] 4th Quarter Sask. Labour Rep. 176; (B.B.) p. 1816; LRB File No. 241-94.
- Saskatoon Board of Police Commissioners*, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 158; (B.B.) p. 941; LRB File No. 240-93.
- Saskatoon Board of Police Commissioners*, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 211; (B.B.) p. 988; Application for judicial review filed; LRB File No. 282-93.
- Saskatoon City Hospital*, H.S.A.S. and S.E.I.U., Local 333, [1975] Mar. Sask. Labour Rep. 60; LRB File No. 237-73-4.
- Saskatoon City Hospital*, H.S.A.S. and S.E.I.U., Local 333, [1994] 4th Quarter Sask. Labour Rep. 56; (B.B.) p. 1685; LRB File No. 266-93.
- Saskatoon City Hospital*, S.E.I.U., Local 333 and Loewen, [1990] Fall Sask. Labour Rep. 61; (J.H.) p. 149; LRB File No. 073-90.
- Saskatoon City Hospital*, S.U.N., [1981] Sept. Sask. Labour Rep. 52; (N.S.) p. 388; LRB File No. 247-80.
- Saskatoon City Hospital*, S.U.N., [1990] Spring Sask. Labour Rep. 58; (J.H.) p. 5; LRB File No. 165-89.
- Saskatoon Co-operative Association Ltd.*, U.F.C.W., Local 1400, [1984] July Sask. Labour Rep. 44; (D.B.) p. 300; LRB File No. 112-84,
- Saskatoon Co-operative Association Ltd.*, U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 29; (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.
- Saskatoon Co-operative Association Ltd.*, U.F.C.W., Local 1400, [1987] Mar. Sask. Labour Rep. 32; (D.B.) p. 885; LRB File No. 075-86.
- Saskatoon Co-operative Association Ltd.*, U.F.C.W., Local 1400, [1990] Winter Sask. Labour Rep. 118; (R.H.) p. 303; LRB File No. 042-90.
- Saskatoon Credit Union Ltd.*, U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41; (N.S.) p. 407; LRB File Nos. 446-81 & 511-81.

- Saskatoon Credit Union Ltd.* U.F.C.W., Local 1400. [1986] Apr. Sask. Labour Rep. 39; (J.H.) p. 738; LRB File No. 241-85
- Saskatoon District Health Board at Parkridge Centre*, H.S.A.S. and S.E.I.U.. Local 333. [1994] 4th Quarter Sask. Labour Rep. 69; (B.B.) p. 1700; LRB File No. 015-94.
- Saskatoon District Health Board at Parkridge Centre*, S.E.I.U.. Local 333, [1994] 1st Quarter Sask. Labour Rep. 238; (B.B.) p. 63; LRB File No. 015-94.
- Saskatoon Drug & Stationery Company Ltd.* U.F.C.W., Local 1400. [1982] Apr. Sask. Labour Rep. 44; (N.S.) p. 424; LRB File No. 395-81.
- Saskatoon Interval House*, S.G.E.U. [1990] Fall Sask. Labour Rep. 63; (J.H.) p. 151; LRB File No. 033-90.
- Saskatoon Public Library Board*, C.U.P.E., Local 2269, [1989] Spring Sask. Labour Rep. 82; (D.B.) p. 1482; LRB File No. 257-sr.
- Saskatoon Separate School Board of the St Paul's Roman Catholic Separate School District No. 20*, C.U.P.E., Local 3730, [1994] 2nd Quarter Sask. Labour Rep. 96; (B.B.) p. 1292; LRB File No. 017-94.
- Saskatoon Society for the Prevention of Cruelty to Animals*, C.U.P.E., Local 3477, [1993] 2nd Quarter Sask. Labour Rep. 91; (B.B.) p. 536; LRB File No. 092-93.
- Saskatoon Society for the Prevention of Cruelty to Animals*, C.U.P.E., Local 3477, [1994] 3rd Quarter Sask. Labour Rep. 100; (B.B.) p. 1441; LRB File Nos. 007-94, 008-94, 009-94, 010-94, 011-94 & 012-94.
- Schon*, see *Little-Borland Ltd.*
- Scheidt*, see *Pineland Co-operative Association Ltd.*
- Schuett*, see *Campbell West (1991) Ltd.*
- Selander Enterprises Ltd.*, Chauffeurs, Teamsters and Helpers, Local 395, [1982] Apr. Sask. Labour Rep. 41; (J.I.): LRB File No. 095-81.
- Shamrock School Division No. 38*, C.U.P.E., Local 2452, [1981] May Sask. Labour Rep. 47, (N.S.) p. 336; LRB File No. 383-80.
- Shaunavon Union Hospital*, S.E.I.U., Local 336, [1992] 3rd Quarter Sask. Labour Rep. 77; (B.B.) p. 3; LRB File No. 021-92.
- Shaunavon Union Hospital Board*, S.E.I.U., Local 336, [1993] 2nd Quarter Sask. Labour Rep. 129; (J.H.J.B.) p. 572, LRB File No. 29-91.
- Shelly Western*, see *Western Grocers Ltd.*
- Shelly Western*, Alberta Food and Commercial Workers, Local 401 and S.J.B.R.W.D.S.U., Local 480. [1980] Nov. Sask. Labour Rep. 37; (N.S.) p. 226; LRB File No. 166-80.
- Shelly Western*, U.F.C.W. and S.J.B.R.W.D.S.U., [1979] Dec. Sask. Labour Rep. 41; (N.S.) p. 226, LRB File No. 195-79.

- Shelly Western*, U.F.C.W. and S.J.B.R.W.D.S.U., fl980] Nov. Sask. Labour Rep. 38: (N.S.); LRB File No. 195-79.
- Shelly Western*, U.F.C.W., Local 400, [1983] Feb. Sask. Labour Rep. 43: (N.S.) p. 531 : LRB File No. 408-82.
- Shelter Industries Inc.*, Cook and I.W.A., Local 1-184, [1981] Mar. Sask. Labour Rep. 34; (N.S.) p. 322: LRB File No. 368-80.
- Sheller Industries Inc.*, I.W.A. and C & M Management Services, [1979] Feb. Sask. Labour Rep. 38: (N.S.) p. 147: LRB File No. 199-78.
- Srelder Industries Ltd.*, I.W.A., Local 1-184, Massey and Cook, (1981) Feb. Sask. Labour Rep. 51. (N.S.): LRB File No. 268-80.
- Shepherd and Rogers*, Saskatchewan Council for Crippled Children and Adults and Saskatchewan Council for Crippled Children and Adults Employees Union, [1984] Feb. Sask. Labour Rep. 42: (D.B.) p. 193: LRB File No. 248-83 to 251-83.
- Shepherd and Rogers*, Saskatchewan Council for Crippled Children and Adults and Saskatchewan Council for Crippled Children and Adults Employees Union, [1985] Mar. Sask. Labour Rep. 34: (D.B.) p. 472; LRB File No. 248-83 to 251-83.
- Sheraton Centre*, Hotel, Motel, Restaurant Employees and Beverage Dispensers Union, Local 767, [1981] Sept. Sask. Labour Rep. 50; (N.S.) p. 381; LRB File Nos. 211-81 & 212-81.
- Sherwood Co-operative Association Ltd.*, see *Federated Co-operative Ltd.*
- Sherwood Co-operative Association Ltd.*, see *M & B Trucking Ltd.*
- Shenwood Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., Local 539, [1988] Fall Sask. Labour Rep. 82; (D.B.) p. 1338; LRB File No. 194-87.
- Shoppers Drug Mart*, see *Jadon Holdings Ltd.*
- Shragge-Rehar Mfg. Ltd.*, I.A.B.S.O.I.W.U., Local 771, [1988] Fall Sask. Labour Rep. 96; (D.B.) p. 1357; LRB File No. 034-88.
- Simpson*, United Garment Workers of America, [1980] July Sask. Labour Rep. 43; (N.S.) p. 265: LRB File No. 069-80.
- Sinnaeve*, see *Johnson Controls Ltd.*
- Sisters of Charity of Montreal (Grey Nuns)*, see *SL Joseph's Hospital*.
- Six Seasons Catering Ltd.*, U.S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 80: (J.H.) p. 22: LRB File No. 018-92.
- Six Seasons Catering Ltd.*, U.S.W.A., [1994] 3rd Quarter Sask. Labour Rep. 311(B.B.) p. 1673; LRB File No. 118-94.
- Skomar*, S.E.J.U., Local 333 and Royal University Hospital, (1992) 4th Quarter Sask. Labour Rep. 109; (J.H./B.B.) p. 142: LRB File No. 181-92.
- Smith Roles Ltd.*, U.S.W.A., [1985] Aug. Sask. Labour Rep. 51; (D.B.) p. 555: LRB File Nos. J 15-85 & 116-85.

- ..ollars et al.* C.U.P.E., 11982] Dec. Sask. Labour Rep. 38 (dissent at 43); (N.S.) p. 508: LRB File Nos. 128-82 to 163-82.
- South Saskatchewan Hospital Centre.* see *Pasqua Hospital*.
- South Saskatchewan Hospital Centre* • see *Plains Health Centre*.
- South Saskatchewan Hospital Centre* , see *Wascana Hospital*
- South Saskatchewan Hospital Centre* , see *Ward*.
- Southeast Regional College.* S.G.E. , [1992] 2nd Quarter Sask. Labour Rep. 75: LRB File No. 269-91.
- Southwest District Health Board.* S - I.U., Local 336, [1994] 4th Quarter Sask. Labour Rep. 191: (B.B.) p. 1833; LRB File No. 158-94.
- Spalding.* see *Federal Pioneer Ltd*.
- Spa"ow Electric Corporation.* I.B.Eiw., Local 529. [1993] 4th Quarter Sask. Labour Rep. 79: (B.B.) p. 859: LRB File No. 70-91.
- Star Phoenix,* Saskatoon TypographiUnion, Local663, [1978] June Sask. Labour Rep. 46(N.S.) p. 16; LRB File No. 013-77.
- STEN-ED Enterprises Inc..* H.E.R.E , Local1767. (1986) Sept. Sask. Labour Rep. 63; (D.B.) p. 888: LRB File Nos. 111-86, 112-86 & 113-86.
- Sterling Crane- Division of Procras" F Inc.,* I.A.B.S.O.I.W., Local 771, [1992] 2nd Quarter Sask. Labour Rep. 51; (R.H.) p. 62 ; LRB File No. 096-91 .
- Sterling Crane- Division of Procrane Inc.,* I.A.B.S.O.I.W., Local 771, [1993] 2nd Quarter Sask. Labour Rep. 150: (B.B.) p. 5 3: LRB File No. 096-91
- Stretten.* see *National Electric Ltd*.
- Sun/Baker Joint Venture,* see *Sun Efetric (1975) Ltd*
- Sun Electric (1975) Ltd .* I.B.E.W., Uocal 529 and Sun/Baker Joint Venture, (1985) July Sask. Labour Rep. 34; (D.B.) p. 536; LRB File No. 052-85.
- Sunnyland Poultry P_roducs.Ltd ,* S.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 205: (J.H.) p. 651 . LRB File No. 8-91.
- Sullnyland Poultry Products Ltd ,* S .B.R.W.D.S.U., [1 993] 2nd Quarter Sask. Labour Rep. 213; (J.H.) p. 658: LRB File No. J-92.
- Sunshin niform Sup ly Servi es,* .J.B.R.W.D.S.U., Local 568, [1978] May Sask. Labour Rep.) I , (N.S.) p. 84. LRB File - 662-77.
- Super Valu.* Alberta Food and Comrt'krcial Workers Union, Local401, [1981] Oct. Sask. Labour Rep. 38: (N.S.) p. 375: LRB File No. 121-81.
- Super Valu Stores.* see *Westfair FoOds Ltd*

- Superior Hard Chrome Inc.*, Tebb, McPherson and U.S.W.A., (1994) 4th Quarter Sask. Labour Rep. 161; (B.B.); LRB File No. 216-94.
- Superior Hard Chrome Inc.*, U.S.W.A., Local5917 and Woroschuk, [1992]2nd Quaner Sask. Labour Rep. 94: (J.H.) p. 661; LRB File Nos. 057-92, 158-92 & 059-92.
- Swift Current Nursing Home Inc.*, S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65; (D.B.) p. 1777; LRB Fjle Nos. 199-88 & 255-88.
- Swift Current Rural School Division No. 75*, S.G.E.A. and Government of Saskatchewan, (1980) Aug. Sask. Labour Rep. 51: (N.S.) p. 274; LRB FileNo. 081-80.
- Swift Current Union Hospital.* see *Battlefords Union Hospital*
- Sydiaha*, University of Saskatchewan Faculty Association, Administrative and Supervisory Personnel Association and University of Saskatchewan, [1982] Aug. Sask. Labour Rep. 48: (N.S.) p. 469LRB File Nos. 075-82 & 078-82.
- Tanar Lloydminster Maintenance Ltd*, I.B.B., U.B.C.J.A., Local1985, C.G.W.U., Local 890 and E.C.W.U, Local 649, [1992] 1st Quarter Sask. Labour Rep. 56: (R.H.) p. 544; LRB File Nos. 255-91, 267-91, 274-91 & 303-91.
- Tebb.* see *Superior Hard Chrome Inc.*
- Telmed Construction Ltd* . U.B.C.J.A., Local1867, [1976] Aug. Sask. Labo Rep. 31; (C.P.):LRB File No. 318-74-5.
- Tesco Electric Ltd*, I.B.E.W., Local2038, [1990] Summer Sask. Labour Rep. 57; (R.H.) p. 46; LRB File No. 267-89.
- Thomas*, see *National Electric Ltd.*
- Thorpe Brothers Ltd*, S.M.W.I.A., Local296, [1984] Oct. Sask. Labour Rep. 42; (D.B.) p. 521.1. LRB File No. 254-84.
- Tomkins.* University of Regina Faculty Association, [1992] 2nd Quarter Sask. Labour Rep. 76; (R.H.) p. 618; LRB File No. 306-91.
- Tourism Industry Association of Saskatchewan Inc.*, S.G.E.U. and Government of Saskatchewan, (1989) Winter Sask. Labour Rep. 63; (D.B.) p. 1845; LRB File Nos. 119-87 & 217-87.
- Town of Battleford*, C.U.P.E., Local 3003, (1981) Feb. Sask. Labour Rep. 59; (N.S.); LRB File No. 291-79.
- Town of Leader*, S.E.U, Local336, [1978] Mar. Sask. Labour Rep. 46; (N.S.) p. 48; LRB File No. 551-77.
- Town of Maple Creek*, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 71; (B.B.) p. 513; LRB File No. 269-92.
- Town of Moosomin*, C.U.P.E., Local3737, f1994] 2nd Quarter Sask. Labour Rep. 92: (B.B.) p. 1287; LRB File No. 038-94.
- Town ofShaunavon.* S.E.I.U.. Local 336, fl 987] Dec. Sask. Labour Rep. 37: (D.B.) p. 1217; LRB File No. 151-87.

- Town of Unity*, C.U.P.E., Local 2752 [1988] Fall Sask. Labour Rep. 80: (D.B.) p. 1336 LRB File No. 041-88.
- Town of Watrous*, C.U.P.E., Local 37, [1993] 4th Quarter Sask. Labour Rep. 52: (B.B.) p. 829 LRB File No. 128-93.
- Trail-Rite Flatdecks Ltd.*, Boen and (W.A., Local 1-184, [1982] Aug. Sask. Labour Rep. 47(N.S.) p. 477: LRB File No. 165-82.
- Trail-Rite Flatdecks Ltd.*, I.B.E.W., Locals 529 and 2038, [1982] Oct. Sask. Labour Rep. 42: (N.S.) p. 476: LRB File Nos. 177-8J & 180-82.
- Trek Management Ltd.* see *Cana CO (Instruction Co. Ltd.)*
- Triad Power Ltd.*, I.B.E.W., Local 59, [1985] Oct. Sask. Labour Rep. 37; (J.H.) p. 637; LRB File Nos. 118-85, 119-85, 120-85, 121-85, 122-85, 131-85, 132-85 & 133-85.
- Tricil Ltd. - Tricil/ Limitee*, Cbauffeu s, Teamsters and Helpers Union, Local 395, [1986] May Sask. Labour Rep. 48; (D.B.) p. 7; LRB File No. 334-85.
- Twin Rivers District Health Board*, S.U.N., [1994] 3rd Quarter Sask. Labour Rep. 132; (B.B.) p. 1476; LRB File No. 109-94.
- United Masonry Construction Ltd.*, I.U.B.A.C., Local 3, [1980] May Sask. Labour Rep. 66: (N.S.) p. 256: LRB File No. 285-79
- United Masonry Construction Ltd.*, I.U.B.A.C., Local 3, [1984] Oct. Sask. Labour Rep. 37; (D.B.) p. 357; LRB File No. 115-84
- United Masonry Construction Ltd.*, Sobczek and I.U.B.A.C., Local 3, [1984] Oct. Sask. Labour Rep. 35: (D.B.) p. 353: LRB File No. 245-84.
- Universal Engine Service & Supply Inc.*, U.S.W.A., [1985] Oct. Sask. Labour Rep. 58; (D.B.) p. 604: LRB File Nos. 163-85, 164-85 & 165-85.
- Universal Engine Service & Supply Inc.*, U.S.W.A., [1986] Feb. Sask. Labour Rep. 69; (D.B.) p. 699: LRB File Nos. 168-85, 200-85, 201-85, 202-85, 203-85, 204-85, 205-85, 206-85, 207-85 & 208-85.
- University Hospital*, S.E.I.U., Local 33UH, [1987] Dec. Sask. Labour Rep. 41; (D.B.) p. 1213; LRB File No. 133-87.
- University Hospital*, S.U.N., [1982] May Sask. Labour Rep. 58; (J.I.) p. 426; LRB File No. 577-81.
- University Hospital*, S.U.N., [1984] Nov. Sask. Labour Rep. 31; (D.B.) p. 399; LRB File No. 089-84.
- University Hospital*, S.U.N., University of Saskatchewan Faculty Association and University of Saskatchewan, [1988] Mar. Sask. Labour Rep. 41; (J.H.) p. 1256; LRB File No. 239-87.
- University of Regina*, Administrative Personnel Group at the University of Regina, [1983] Apr. Sask. Labour Rep. 61: (D.B.) p. 1 LRB File No. 202-81.
- University of Regina*, C.U.P.E., Local 1975, [1994] 3rd Quarter Sask. Labour Rep. 91; (B.B.) p. 1432; LRB File No. 146-94

University of Regina, C.U.P.E., Local 1975, (1994] 3rd Quarter Sask. Labour Rep. 194: (J.H./B.B.) p. 1547; LRB File No. 145-94.

University of Regina, University of Regina Faculty Association, [1987] May Sask. Labour Rep. 43; (D.B.) p. 1075LRB File No. 390-86.

University of Regina, University of Regina Faculty Association. [1992] 2nd Quarter Sask. Labour Rep. 89; (J.H.) p. 651; LRB FileNo. 035-92.

University of Regina Faculty Association, see *Tomkins*.

University of Regina Students' Union, C.U.P.E., Local 1486, (1992]2nd Quarter Sask. Labour Rep. 96; (J.H.) p. 657; LRB File Nos. 084-92. 085-92, 086-92, 087-92 & 088-92.

University of Saskatchewan, see *University Hospital*

University of Saskatchewan, C.U.P.E., Local 1975, [1990] Sununer Sask. Labour Rep. 97(J.H.) p. 99; LRB File No. 040-90.

University of Saskatchewan. C.U.P.E., Local 1975 04, [1992] 2nd Quarter Sask. Labour Rep 83; (R.H.) p. 606:LRB File No. 311-91.

University of Saskatchewan, C.U.P.E, Local 13287, (1989] Sununer Sask. Labour Rep. 37; (D.B.) p. 1522LRB File No. 063-88.

University of Saskatchewan, University of Regina Faculty Association, [1986] Apr. Sask. Labour Rep. 34; (D.B.) p. 744; LRB File No. 070-85.

University of Saskatchewan, University of Saskatchewan Faculty Association, (1980) Aug. Sask. Labour Rep. 47: (N.S.) p. 550; LRB File No. 184-79.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52; (D.B.) p. 1645; LRB File No. 254-88.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1990] Spring Sask. Labour Rep. 30; (D.B.) p. 1653; LRB File No. 280-88.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1991] 4th Quarter Sask. Labour Rep. 200; (J.H.) p. 1843; LRB File No. 124-94.

University of Saskatchewan, see *Sydiaha*.

Urban Construction Ltd., see *Hampel Construction Ltd.*

Ursel Constructors Ltd., U.A., Local 264, (1989] Fall Sask. Labour Rep. 47; (D.B.) p. 1638; LRB File No. 035-89.

Van Beselaere see *Macdonalds Consolidated Ltd.*

Vector Construction Ltd., Operative Plasterers and Cement Masons, Local 442, [1992] 2nd Quarter Sask. Labour Rep. 82: (J.H.) p. 660; LRB File No. 307-91.

Versa Services, S.J.B.R.W.D.S.U., [1994] 3rd Quarter Sask. Labour Rep. 176; (J.H./B.B.) p. 1528; LRB File Nos. 090-94. 091-94 & 092-94.

- Versa Services Ltd.*, C.U.P.E., Local 975-01, [1993] 1st Quarter Sask. Labour Rep. 174: (B.B.) p. 358; LRB File No. 170-92.
- Victoria Inn*, Hotel Employees and Restaurant Employees, Local 767, [1994] 3rd Quarter Sask. Labour Rep. 136: (B.B.) p. 1480; LRB File Nos. 125-94, 130-94 & 131-94.
- Victoria Union Hospital*, see *Battlefords Union Hospital*
- Victoria Union Hospital*, C.U.P.E., Local 84, (1985) Aug. Sask. Labour Rep. 29: (D.B.) p. 562; LRB File No. 418-84.
- Victoria Union Hospital*, S.U.N., [1996] Apr. Sask. Labour Rep. 49; (D.B.) p. 751; LRB File No. 199-85.
- Victoria Union Hospital Board*, H.S.I.S. and C.U.P.E., Local 84, [1976] Feb. Sask. Labour Rep. 37: LRB File Nos. 193-73-4 & 194-73-4.
- VicWest Steel Inc.*, S.M.W.I.A, Local 296, [1988] Feb. Sask. Labour Rep. 55; (D.B.) p. 1239; LRB File No. 072-87.
- VicWest Steel Inc.*, U.S.W.A., [1988] Jan. Sask. Labour Rep. 33; (D.B.) p. 1227; LRB File No. 128-87.
- VicWest Steel Inc.*, U.S.W.A., [1989] Summer Sask. Labour Rep. 77; (D.B.) p. 1581; LRB File No. 270-88.
- J. F. Botkin Construction Ltd.*, Chauffeurs, Teamsters and Helpers, Local 395 and Concrete Workers Association, [1978] Mar. Sask. Labour Rep. 48; (N.S.) p. 51; LRB File Nos. 555-77 & 566-77.
- Wapiti Regional Library Board*, C.U.P.E., Local 1788, (1984) Nov. Sask. Labour Rep. 48; (D.B.) p. 407; LRB File No. 072-84.
- Wappel Concrete and Construction Ltd.*, I.U.O.E., Local 870, [1984] Apr. Sask. Labour Rep. 33; (D.B.) p. 209; LRB File No. 072-83.
- Ward*, S.U.N. and South Saskatchewan Hospital Centre, [1988] Winter Sask. Labour Rep. 44: (D.B.) p. 1359; LRB File No. 031-g.
- Ward*, S.G.E.U., [1994] 4th Quarter Sask. Labour Rep. 94; (J.H.) p. 1729; LRB File No. 173-94.
- Wascana Hospital*, S.G.E.A., (1978) June Sask. Labour Rep. 41: (N.S.) p. 103; LRB File No. 008-78.
- Wascana Hospital*, S.G.E.U., South Saskatchewan Hospital Centre and Sperling et al., [1983] Jan. Sask. Labour Rep. 41; (N.S.) p. 51; LRB File Nos. 307-82 & 324-82.
- Wascana Rehabilitation Centre*, H.S.I.S. and S.G.E.U., [1994] 4th Quarter Sask. Labour Rep. 100: (B.B.) p. 1735; LRB File No. 265-93.
- Wascana Rehabilitation Centre*, S.G.E.U., [1991] 3rd Quarter Sask. Labour Rep. 56; (R.H.) p. 453; LRB File Nos. 199-90 & 23-90.
- Wascana Rehabilitation Centre*, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 167: (B.B.) p. 349; LRB File No. 236-92.

- WaterGroup Canada Ltd.*, Dreher, S.J.B.R.W.D.S.U. and Aquafine Water Inc.. [1993] 3rd Quarter Sask. Labour Rep. 131; (J.H.) p. 770; LRB File No. 033-93.
- WaterGroup Companies Inc.*, S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 68(R.H.) p. 568; LRB File No. 011-92.
- WaterGroup Canada Ltd.*, S.J.B.R.W.D.S.U., [1992] 3rd Quarter Sask. Labour Rep. 121; (B.B.) p. 54; LRB File No. 197-92.
- WaterGroup Companies Inc.*, S.J.B.R.W.D.S.U., [1993] 1st Quarter Sask. Labour Rep. 252; (J.H.) p. 432; LRB File No. 009-93.
- WaterGroup Canada Ltd.*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 176; (J.H.) p. 636; LRB File No. 011-92.
- WaterGroup Canada Ltd.*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 185; (J.H.) p. 627; LRB File Nos. 052-92, 053-92 & 054-92.
- WaterGroup Canada Ltd.*, S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 114; (J.H.) p. 752; LRB File No. 009-93.
- WaterGroup Canada Ltd.*, S.J.B.R.W.D.S.U. and Aquafine Water Ltd., [1993] 1st Quarter Sask. Labour Rep. 111; (B.B.) p. 271; LRB File No. 197-92.
- WaterGroup Canada Ltd.*, S.J.B.R.W.D.S.U. and Fettes, [1993] 2nd Quarter Sask. Labour Rep. 193; (J.H.) p. 621; LRB File No. 056-92.
- WaterGroup Canada Ltd.*, S.J.B.R.W.D.S.U., Aquafine Water Inc., Fettes and Musbka, [1993] 2nd Quarter Sask. Labour Rep. 199; (J.H.) p. 645; LRB File Nos. 107-92, 108-92 & 109-92.
- Wayne's Transport (1984) Ltd.*, S.J.B.R.W.D.S.U., Local454 and Mitchell, [1985] Oct. Sask. Labour Rep. 64; (D.B.) p. 620; LRB File No. 045-85.
- Weathered*, see *Harmon International Industries Inc.*
- Westank-Wil/ock*, U.S.W.A., Local4728, [1980] May Sask. Labour Rep. 72; (N.S.) p. 242; LRB File Nos. 315-79, 316-79, 317-79, 002-80 & 003-80.
- West-Can Photo & Graphic Supply Ltd.*, see *Kroma Kolor Processing Lab.*
- Westee/Products Ltd.*, U.S.W.A., Local 4235, [1990] Summer Sask. Labour Rep. 65; (R.H.) p. 68; LRB File No. 263-89.
- Westeel-Rosco Ltd.*, see *Clark Roofing (1964) Ltd.*
- Western Automatic Sprinklers (1983) Ltd.*, Flaman and U.A., [1989] Spring Sask. Labour Rep. 45; (D.B.) p. 1426; LRB File No. 045-88.
- Western Automatic Sprinklers (1983) Ltd.*, U.A., [1988] Jan. Sask. Labour Rep. 42; (J.H.) p. 1222 LRB File No. 134-87.
- Western Automatic Sprinklers (1983) Ltd.*, U.A., Local 179, [1986] May Sask. Labour Rep. 52; (D.B.) p. 775 LRB File No. 293-85.
- Western Automatic Sprinklers (1983) Ltd.*, U.A., Local 179, [1989] Fall Sask. Labour Rep. 37; (D.B.) p. 1623; LRB File No. 263-88.

- Western Automotive Rebuilders Ltd.*, S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 146 (B.B.) p. 928; LRB file No. 23-93.
- Westem Automotive Rebuilders Ltd.*, S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 209: (J.H./B.B.) p. 1423; LRB File Nos. 078-94, 079-94 & 080-94.
- Western Automotive Rebuilders Ltd.*, S.J.B.R.W.D.S.U. and Dudra, Bui and Cat Le. [1993] 1st Quarter Sask. Labour Rep. 15p: (B.B.) p. 335; LRB File Nos. 239-92 & 263-92.
- Western Canadian Beef Packers Ltd., L.F.C.W.*, Local 226-2, [1992] 14th Quarter Sask. Labour Rep. 114. (B.B.) p. 132. LRB File No. 201-92.
- Western Canadian Beef Packers Ltd.*, U.F.C.W., Local 226-2, [1993] 1st Quarter Sask. Labour Rep. 189; (B.B.) p. 376; LRB File No. 229-92.
- Western Grocers, A Division of Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83; (B.B.) p. 99; LRB File No. 168-92.
- Western Grocers, A Division of Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., [1993] 1st Quarter Sask. Labour Rep. 81; (B.B.) p. 233; LRB File No. 168-92.
- Western Grocers, A Division of Westfair Foods Ltd.*, U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 195; (B.B.) p. 383; LRB File No. 010-93.
- Western Roto Thresh Ltd.*, U.S.W.A., [1977] May Sask. Labour Rep. 33; (N.S.) p. 5; LRB File No. 236-77.
- Western Roto Thresh Ltd.*, Abrametz and U.S.W.A., [1977] June Sask. Labour Rep. 33; (N.S.) p. 116; LRB File No. 250-77
- Westfair Foods Ltd.*, see *Shelly Western*.
- Westfair Foods Ltd.*, see *Super Valu*.
- Westfair Foods Ltd.*, see *Western Grocers Ltd.*
- Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100; (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.
- Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79; (B.B.) p. 715, LRB File No. 156-93.
- Westfair Foods Ltd.*, S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100; (B.B.) p. 86; LRB File No. 096-92.
- Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., Local 454, [1984] May Sask. Labour Rep. 50; (D.B.) p. 73; LRB File No. 055-83.
- Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., Local 454, [1992] 4th Quarter Sask. Labour Rep. 83; (B.B.) p. 99; LRB File No. 168-92.
- Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 57; (B.B.) p. 282; LRB File No. 007-91.
- Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 86; (B.B.) p. 240; LRB File Nos. 220-2 & 221-92.

ARBITRATION

Deferral to - Alleged violation of s. 11(1)(d) - Where parallel proceedings are instituted under collective agreement and arbitrator has jurisdiction over every constituent element of unfair labour practice, Board dismisses application without prejudice to Union's right to reapply if arbitrator subsequently determines he lacks jurisdiction. (J.H./R.H.) p. 210; LRB File No.150-89.

Canadian Linen Supply Co.Ltd., S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 48.

Deferral to - Board declines to accept Union's argument that Board should assume jurisdiction even when dispute is arbitrable and suitable remedy is available through arbitration and upon grounds that grievances are oriented to employee-employer relationship and unfair labour practice is focused on union-employer relationship. (B.B.) p. 383LRB File No. 010-93.

Western Grocers, A Division of Westfair Foods Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 195.

Deferral to - Board discourages practice of referring same events to arbitration and to Board. (N.S.) p. 398; LRB File Nos. 044-81 & 045-81.

Manitoba & Saskatchewan Coal Company Ltd., United Mine Workers of America, [1981] Sept. Sask. Labour Rep. 48.

Deferral to - Board does not interpret or enforce collective agreements - When essence of complaint is that collective agreement is breached and arbitrator could provide complete relief, matter should be dealt with by arbitrator. (D.B.) p. 868; LRB File Nos. 412-85 & 413-85.

Woodland Enterprises Ltd., I.W.A., Local 1-184, [1986] July Sask. Labour Rep. 35.

Deferral to - Board follows policy of conditional deferral to arbitrator where arbitrator appears to Board to have concurrent jurisdiction over suspensions and reprimands. (R.H.) p. 599; LRB File No. 228-91.

Plains Poultry Ltd. S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 94.

Deferral to - Board holds that unilateral change to terms and conditions during term of agreement is not violation of s. 11(1)(c) but is essentially breach of collective agreement - Arbitration is proper forum. (N.S.) p. 103; LRB File No. 008-78.

Wascana Hospital, S.G.E.A., [1978] June Sask. Labour Rep. 41.

Deferral to - Board intends to discourage applications alleging unfair labour practice when complaint could be taken to arbitration. (J.H./D.B.) p. 1408; LRB File No. 118-88.

Estevan Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 33.

Deferral to - Board refuses to defer to arbitrator when only Board has authority to determine all issues in manner that binds all parties in single proceeding. (J.H./R.H.) p. 74; LRB File No. 256-88.

Federated Co-operative Ltd., S.J.B.R.W.D.S.U., Locals 539 and 540 and Sherwood Co-operative Association Ltd., [1989] Fall Sask. Labour Rep. 60.

Deferral to - Board will assume jurisdiction over complaint where complaint seeks to enforce rights that owe their existence to *The Trade Union Act* and which cannot be altered by private negotiations - Board will defer to arbitration when complaint seeks to enforce rights that owe their existence to collective agreement - Board will consider as factor whether grievance has been filed. (D.B.) p. 1018; LRB File No. 125-86.

Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.

ARBITRATION — continued

- Deferral to - Board will defer to arbitration procedure where complaint is related to unilateral change of term of employment where there is collective agreement with grievance and arbitration procedure in existence. (D.B.) p. 1213; LRB File No. 133-87.
University Hospital, S.E.I.U. Local 333UH, [1987] Dec. Sask. Labour Rep. 41.
- Deferral to - Board will not defer to arbitrator when impugned conduct amounts to repudiation of Union or denial of existence of collective agreement. (J.H./D.B.) p. 1408; LRB File No. 118-88.
Estevan Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 33.
- Deferral to - Board will not defer to arbitrator where union complains that employer has threatened or denied pension or other benefits to employee by reason of lock-out - Relief sought by union before Board is declaration of cease and desist order, not orders requiring employer to pay benefits, as claimed in grievance. (D.B.) p. 1265; LRB File No. 067-87.
Saskatchewan Telecommunications, Communications Workers of Canada, [1988] Apr. Sask. Labour Rep. 35.
- Deferral to - Board will not defer to arbitrator where union is alleged to have obstructed grievance and arbitration process. (D.B.) p. 653; LRB File No. 280-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1990] Spring Sask. Labour Rep. 30.
- Deferral to - Board will respect choice of forum made by parties in collective agreement - Pre-conditions that must be established are that dispute before Board and arbitrator are same and that arbitrator has jurisdiction to give suitable remedy - Is generally necessary for Board to reserve on motion and hear case as Board is in position to evaluate merits of motion to defer only after hearing evidence. (H.B.) p. 798; LRB File Nos. 166-93, 179-93 & 207-93.
Con-Force Structures Ltd., C.G.W.U., Local 180, [1993] 3rd Quarter Sask. Labour Rep. 156.
- Deferral to - Conditional deferral to arbitration is ordered where it appears to Board that dispute is arbitrable. (J.H./R.H.) p. 408; LRB File No. 001-91.
Westfair Foods Ltd., U.F.C., Local 1400, [1991] 2nd Quarter Sask. Labour Rep. 67
- Deferral to - Conditional deferral to arbitration is ordered where it appears to Board that dispute is arbitrable. (J.H./R.H.), LRB File No. 185-91.
Westfair Foods Ltd. (unreported); quashed on appeal, [1992] 3rd Quarter Sask. Labour Rep. 41 (C.A.).
- Deferral to - Difficulty arises where Board and arbitrator have concurrent jurisdiction over same parties and same issue - *The Trade Union Act* makes decision of each final, binding and enforceable in same manner - Inconsistent verdicts and double litigation are not intention of Legislature - *The Trade Union Act* gives Board discretion to refuse to hear application where arbitrator has concurrent jurisdiction - Board's commitment to arbitration process is firm but not absolute - Circumstances where Board will not defer are enumerated - When Board defers to arbitrator, Board will adjourn application or dismiss without prejudice to applicant's right to bring matter back before Board if it is determined that arbitrator lacks jurisdiction. (R.H.) p. 171; LRB File No. 155-89.
City of Saskatoon, C.U.P.E., Local 59, [1990] Fall Sask. Labour Rep. 77.

ARBITRATION-continued

Deferral to -Events constitute both violation of collective agreement and *The Trade Union Act*- Board has discretion whether it will hear unfair labour practice - Cogent reasons are required for Board to decline jurisdiction - Ordinarily if aggrieved party has commenced grievance proceedings Board will decline jurisdiction to hear unfair labour practice. (N.S.) p. 242; LRB File Nos. 315-79, 317-79,002-80 & 003-80.

Willock Industries Ltd., U.S.W.A., Local4728, [1980] May Sask. Labour Rep. 72.

Deferral to - General rule - Where dispute really alleges violation of collective agreement and arbitration provisions afford complete relief, Board will decline jurisdiction. (D.B.) p. 507; LRB File No. 401-84.

IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.

Deferral to - Legislative scheme of *The Trade Union Act* requires Board to support and encourage arbitration process when that process is selected by parties. (R.H.) p. 158; LRB File No. 207-89.

Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 68.

Deferral to - Policy of Board is to defer to arbitration where events are both unfair labour practice and violation of collective agreement, and arbitration could provide complete relief to grievor. (D.B.) p. 300; LRB File No. 112-84.

Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] July Sask. Labour Rep. 44.

Deferral to - Scheme of *The Trade Union Act* requires Board to respect choice of forum made by parties in collective agreement - Board will conditionally defer where dispute before Board is arbitrable and suitable remedy is available from arbitrator - Condition is that Board retains jurisdiction in event that arbitrator declines jurisdiction - Board expresses doubt about validity of "disciplinary or regulatory flavour" attributed to *The Trade Union Act* by Court of Appeal as reason that requires Board to retain jurisdiction even when dispute is arbitrable and suitable remedy is available from arbitrator. (B.B.) p. 383; LRB File No. 010-93"

Western Grocers, A Division of Westfair Foods Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 195.

Deferral to - Unilateral reduction in wages without bargaining - Board has general rule that violations of collective agreement should be resolved through arbitration procedure except where conduct is more than violation of collective agreement - Arbitrator lacks jurisdiction to deal with violation of duty to bargain in good faith. (D.B.) p. 391; LRB File No. 236-84.

Wm. Clark Interiors Ltd. & Wm. Clark Interiors (Sask.), Carpenters Provincial Council of Saskatchewan, [1984] Nov. Sask. Labour Rep. 43.

Deferral to - Where collective agreement gives arbitrator jurisdiction over anti-union behaviour that would constitute unfair labour practice and parties agree that decision of arbitrator is final and binding, Board will usually not permit parties to bring same issue to Board. (J.H./R.H.) p. 39; LRB File No. 150-89.

Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 51.

Deferral to - Where collective agreement gives arbitrator jurisdiction over issues of good faith or anti-union animus Board may decline jurisdiction. (J.H./D.B.) p. 1408; LRB File No. 118-88.

Estevan Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 33.

ARBITRATION — continued

- Deferral to - Where issue can be resolved completely by arbitration, Board will not assume jurisdiction under s. 5(j) of *The Trade Union Act*- Where arbitration procedure cannot grant all remedies and relief within power of Board. Board will assume jurisdiction. (D.B.) p. 115; LRB File No. 059-83.
Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Local 540, [1984] Oct. Sask. Labour Rep. 31.
- Deferral to - Where issue derives solely from breach of collective agreement and complete relief is available from arbitration. Board will decline jurisdiction. (N.S.) p. 238; LRB File No. 312-79.
Moose Jaw Sash and Door (963) Ltd., I.W.A., Local 1-184, [1980] May Sask. Labour Rep. 69.
- Deferral to - Where union has elected to seek redress pursuant to terms of collective agreement Board has discretion to refuse application for alternative remedy. (J.H./D.B.) p. 1408; LRB File No. 118-88.
Estevan Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 33.
- Deferral to - Whether Board should defer to arbitrator on question involving scope of bargaining unit - Board deciding that deference is appropriate. (B.B.) p. 1756; LRB File No. 133-94.
Dairy Producers' Co-operative Ltd., S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 120.
- Deferral to - Whether Board should defer to grievance procedure on issue of whether employer should have granted paid leave to employee - Board deciding issue is determined by interpretation of collective agreement and deference to arbitration is appropriate. (B.B.) p. 1124; LRB File No. 213-93.
Yorkton Credit Union. S.J.B.R.W.D.S.U., [1994] 1st Quarter Sask. Labour Rep. 204.
- Deferral to - Whether deference to arbitration is appropriate - Board deciding to defer to arbitration on issues related to employer decision to reclassify or lay off employees and status of employees. (B.B.) p. 1770; LRB File No. 192-94,
Santa Maria Senior Citizens Home Inc., C.U.P.E., (1994) 4th Quarter Sask. Labour Rep. 134.
- Form of dispute resolution - Employer is under no duty to follow grievance procedure or resolve grievances by arbitration apart from obligations in collective agreement - Refusal is not unfair labour practice. (D.B.) p. 101; LRB File No. 030-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 45.
- Form of dispute resolution - Employer is under statutory duty to negotiate with union respecting disputes or grievances of employees even though there is no collective agreement or provision for grievance or arbitration. (D.B.) p. 1014; LRB File No. 030-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 45.
- Jurisdiction - Arbitration awards - Court rather than Board is proper forum for enforcing compliance. (D.B.) p. 775, LRB File No. 73-85.
Western Automatic Sprinklers (1983) Ltd., U.A., Local 179, [1986] May Sask. Labour Rep. 52.

BARGAINING UNIT

- Amalgamation - Appropriateness of unit - Jurisdiction of Board - Consolidated unit consisting of five single certified units is appropriate. (J.H./D.B.) p. 1879; LRB File No. 089-89.
MacDonalds Consolidated Ltd., S.J.B.R.W.D.S.U., [1989] Winter Sask. Labour Rep. 76.
- Amalgamation- Factors- Employee support is one factor to consider. (R.H.) p. 516; LRB File Nos. 180-90, 181-90, 216-90, 217-90, 226-90 & 034-91.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 47.
- Amalgamation - Factors -How consolidation affects bargaining strategies is not relevant - Primary factor is appropriateness -Is not necessary to find old unit inappropriate. (R.H.) p. 516; LRB File Nos. 180-90, 181-90, 216-90, 217-90, 226-90 & 034-91.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 47.
- Amalgamation- Jurisdiction is found in ss. 5(a), (b), (c), (k) and 42 of *The Trade Union Act*. (R.H.) p. 516; LRB File Nos. 180-90, 181-90, 216-90, 217-90, 226-90 & 034-91.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 47.
- Amalgamation - Open period - Different open periods - Board has jurisdiction over one order but not other- Application is dismissed. (N.S.) p. 403; LRB File No. 464-81.
Domtar Inc., E.C.W.U., Local 667, (1982) Mar. Sask. Labour Rep. 43.
- Amalgamation - Open period - Union must apply to amend each order during applicable open period - Two applications will then be heard together on merits - Board has no jurisdiction to hear application filed outside open period. (B.B.) p. 928; LRB File No. 233-93.
Western Automotive Rebuilders Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 146.
- Amalgamation - Open period - Where each order has different open period, application to amend each order must be filed in each of applicable open periods. (B.B.) p. 918; LRB File Nos. 167-93 & 168-93.
Remai Investment Co. Ltd., U.F.C.W., Local 1400 and Olson, [1993] 4th Quarter Sask. Labour Rep. 136.
- Amalgamation - Scope - Certified employer acquiring uncertified business - Whether employees in uncertified business are within scope of bargaining unit - Board deciding employees are not in scope of unit described in certification order. (B.B.) p. 1824LRB File No. 089-94.
Inner-Tee Security Consultants Ltd., Argus Guard and Patrol Ltd., U.F.C.W., Local 1400, f1994J 4th Quarter Sask. Labour Rep. 183.
- Amalgamation - Technical employees divided between three bargaining units and two unions at major acute-care hospital - Application by one of unions to consolidate technical employees into its bargaining unit - Vote is ordered when Board is satisfied that regardless of outcome, resulting bargaining unit would be appropriate. (J.H./B.B.) p. 611LRB File No. 210-90.
Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep. 167.

BARGAINING UNIT — continu'd

- Amendment - Addition of employees not contemplated by prior certification order - Board discusses principles applicable when deciding if addition of new employees simply triggers union security provision or if redefinition of bargaining unit is required. (B.B.) p. 391; LRB File No. 164-92.
Government of Saskatchewan. S.G.E.U., Canadian Association of Fire Bomber Pilots and Stockdale, [1993] 1st Quarter Sask. Labour Rep. 202; Application to quash dismissed [1994] 1st Quarter Sask. Labour Rep. p. 63; Application to C.A. dismissed April 22, 1994 (Oral Reasons); Leave to appeal to S.C.C. denied (Feb. 2, 1995).
- Amendment - Addition of employees specifically excluded by certification order - Application to amend order by including existing positions cannot be made under s. 5G) of *The Trade Union Act* as it does not clarify or deal with new position - Application must be filed during open period in s. 5(k). (D.B.) p. 1667, LRB File No. 112-89.
City of Regina, Regina Professional Fire Fighters Association, Local #81. [1989] Fall Sask. Labour Rep. 58.
- Amendment - Addition of employees specifically excluded in certification order - Board must determine if amended unit is appropriate and if majority of employees in group being added support union - Is no presumption of majority where number of employees being added is small. (J.H./B.B.) p. 572; LRB File No. 295-91.
Shaunavon Union Hospital Board, S.E.I.U., Local 336, [1993] 2nd Quarter Sask. Labour Rep. 129.
- Amendment - Addition of employees specifically excluded from certification order - Board must determine if new unit is appropriate and union must show its majority support among employees in accretion - Is not sufficient to show majority support in overall unit. (J.H./B.B.) p. 658; LRB File No. 001-92
Sunnyland Poultry Products Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 213.
- Amendment - Addition of employees specifically excluded from certification order - Section 5(j) of *The Trade Union Act* is inapplicable - Application should be brought under s. 5(k) - Board must be satisfied new unit is appropriate and that unit has majority employee support among group of employees being added. (B.B.) p. 349; LRB File No. 236-92.
Wascana Rehabilitation Centre, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 167.
- Amendment - Add-on to existing unit - Application under s. 5(k)(ii) of *The Trade Union Act* to amend certification order by adding new group of employees - Board treated certification order as prima facie evidence of support in original unit and only required applicant to show actual majority support among employees of add-on unit. (D.B.) p. 503; LRB File No. 378-84.
St. Joseph's Hospital & Father D'Youville, S.U.N., Sisters of Charity of Montreal (Grey Nuns), [1985] Apr, Sask. Labour Rep. 46.
- Amendment - Add-on to existing unit - Attempt to add one sub-classification of employees (lifeguards) out of larger classification (student assistants) is rejected - Union must apply for all student assistants. (R.H.) p. 606; LRB File No. 311-91.
University of Saskatchewan C.U.P.E., Local 1975-04, [1992] 2nd Quarter Sask. Labour Rep. 83.

BARGAINING UNIT — continued

Amendment- Add-on to existing unit- Board must treat as application for certification under ss. 5(a), (b) and (c) of *The Trade Union Act*- Unit must be appropriate and union must prove majority support - Certification order can constitute evidence of bare majority support from old unit - Additional evidence of majority support is necessary from new employees. (N.S.); LRB File No. 535-81.

Prince Albert Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 496, (1982) May Sask. Labour Rep. 55: Aff'd [1983] Apr. Sask. Labour Rep. 53 (Sask. C.A).

Amendment - Add-on to existing unit - Casual and Sunday staff - Application must be treated as application for certification and must meet requirements of ss. 5(a), (b) and (c) of *The Trade Union Act*. (D.B.) p. 1482:LRB File No. 257-88.

Saskatoon Public Library Board, C.U.P.E., Local 2269, [1989) Spring Sask. Labour Rep. 82.

Amendment - Add-on to existing unit - Casual and Sunday staff - Unit is found to be appropriate - Board assumes free collective bargaining will result in revised agreement that reflects new Situation. (D.B.) p. 1482:LRB File No. 257-88.

Saskatoon Public Library Board, C.U.P.E., Local 2269, [1989) Spring Sask. Labour Rep. 82.

Amendment - Add-on to existing unit - Paramedical professional employees - Whether other categories of employees should be added to "degreed" unit - Board deciding that standard bargaining units should not be established in health care industry. (B.B.) p. 1685LRB File No. 266-93.

Saskatoon District Health Board at Saskatoon City Hospital, H.S.A.S. and S.E.I.U., Local 333, [1994) 4th Quarter Sask. Labour Rep. 56.

Amendment- Add-on to existing unit - Union must apply within time limits in s. 5(k) of *The Trade Union Act*, show proposed unit is appropriate and establish majority support among employees in add-on group. (R.H.) p. 606; LRB File No. 311-91.

University of Saskatchewan, C.U.P.E., Local 1975-04, [1992] 2nd Quarter Sask. Labour Rep. 83.

Amendment - Add-on to existing unit - Usual policy is that only employees employed on date application is filed can participate in representation question - Exception is made when application to expand must be brought during open period and no one is employed during open period. (D.B.) p. 744; LRB File No. 070-85.

University of Saskatchewan, University of Regina Faculty Association, [1986) Apr. Sask. Labour Rep. 34.

Amendment - Add-on to existing unit - When significant group of employees is to be added to existing unit Board will require evidence of majority support among add-on employees. (D.B.) p. 744: LRB File No. 070-85.

University of Saskatchewan, University of Regina Faculty Association, [1986) Apr. Sask. Labour Rep. 34.

Amendment - Amendment or certification - Application is not in nature of certification if new employees fall within scope of original certification order -No evidence of support is required for such amendment. (N.S.) p. 534; LRB File No. 332-82.

Shenwood Co-operative Association Ltd., (unreported).

BARGAINING UNIT — continued

Amendment - Clarify and correct - Section 5(j) of *The Trade Union Act* - Amendment to geographic scope in certification order requested because employer relocated business outside geographic scope in certification order - application is not application to clarify or correct - Existing order is clear and unambiguous - Application must be brought under s. 5(k) during applicable open period. (R.H.) p. 68; LRB File No. 263-89.

Westeel Products Ltd., U.S.W.A., Local 4235, [1990] Summer Sask. Labour Rep. 65.

Amendment - Clarify and correct - Section 5(j) of *The Trade Union Act* - Application to add-on employees from another location is not application to clarify or correct - Section 5(j) is inapplicable - Section 5(k) applies. (D.B.) p. 659; LRB File No. 248-85.

Yorkton Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1985] Dec. Sask. Labour Rep. 60.

Amendment - Clarify and correct - Section 5(j) of *The Trade Union Act* is not vehicle for making substantive amendments to bargaining unit - Jurisdiction under s. 5(j) is limited to preventing misunderstanding and correcting clerical or minor factual errors. (B.B.) p. 349; LRB File No. 236-92.

Wascana Rehabilitation Centre, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 167.

Amendment - Clarify and correct - Section 5(j) of *The Trade Union Act* permits Board to remove ambiguities or errors so as to reflect true intention of original order or practical reality of bargaining relationship. (R.H.) p. 606; LRB File No. 311-91.

University of Saskatchewan C.U.P.E., Local 1975-04, [1992] 2nd Quarter Sask. Labour Rep. 83.

Amendment - Collective agreement • Bargaining units are negotiated by parties that differ from certification order - Board will recognize agreed to units except where Board finds unit is not appropriate, or where unit violates employee's right to be represented by union - If employee is excluded from unit, Board can order that employee be returned to unit. (D.B.) p. 1217; LRB File No. 151-87.

Town of Shaunavon, S.E.I.U., Local 1336, [1987] Dec. Sask. Labour Rep. 37.

Amendment - Collective agreement - Board recognizes changes to scope of unit described in certification order arrived at by collective bargaining - Board will review and interpret scope of clause of collective agreement to determine current scope of unit represented by union. (D.B.) p. 1018; LRB File Nos. 125-86, 126-86, 127-86 & 128-86.

Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.

Amendment - Collective agreement • Changes to scope of certification order - Board policy is to honour changes to scope of certification order made through collective bargaining process except if unit is inappropriate or employees object to being excluded from unit. (N.S.) p. 340; LRB File No. 256-80.

Saskatchewan Liquor Board, S.G.E.A., [1981] May Sask. Labour Rep. 37.

Amendment - Collective agreement - Managerial exclusions - Board will honour managerial exclusions negotiated by parties with two possible exceptions. (J.H.I.R.H.) p. 86; LRB File No. 276-88.

City of Regina, C.U.P.E., Local 21, (1990) Summer Sask. Labour Rep. 80.

BARGAINING UNIT — continued

Amendment - Evidence - Amendment applications cannot be used as method of appeal - Material change in circumstances is needed before Board will amend previous order. (D.B.) p. 13; LRB File No. 435-82.

Government of Saskatchewan, S.G.E.U., [1983] Apr. Sask. Labour Rep. 67.

Amendment - Evidence - Board is unable to consider evidence from original bearing and is limited to evidence presented on amendment application. (N.S.) p. 125; LRB File No. 502-77.

Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Local 504, [J978] July Sask. Labour Rep. 45.

Amendment - Evidence - Consent order - Material change must be shown even when order to be amended was not based on merits. (J.H./D.B.) p. 1585; LRB File No. 186-88.

Battlefords Regional Care Centre, C.U.P.E., Local 600, [1989] Summer Sask. Labour Rep. 80.

Amendment - Evidence - Exclusion of in-scope position - Where position *is* in-scope as result of previous order or collective agreement, evidence of material change in duties is required. (J.H./R.H.) p. 86; LRB File No. 276-88.

City of Regina, C.U.P.E., Local 2L [1990] Summer Sask. Labour Rep. 80.

Amendment - Evidence - Status of store managers was previously decided - Significant change in circumstances is required to warrant change in order - Amendment to *The Trade Union Act* may constitute significant change. (D.B.) p. 382; LRB File No. 083-84.

Liquor Board of Saskatchewan, S.G.E.U., [1984] Nov. Sask. Labour Rep. 38.

Amendment - Evidence - Where position's relationship to bargaining unit has already been decided by Board or collective agreement, Board will refuse amendment that seeks to reverse position's status, unless material change is established. (R.H.) p. 468; LRB File Nos. 177-90, 178-90, 227-90, 228-90, 229-90, 036-91 & 088-91.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 480, 454 and 496, [1991] 4th Quarter Sask. Labour Rep. 43.

Amendment - Exclusion of position previously determined to be part of bargaining unit - Newly assigned duties must be clearly identified, uniformly assigned and genuinely intended to be performed. (J.H./D.B.) p. 1585; LRB File No. 186-88.

Battlefords Regional Care Centre, C.U.P.E., Local 600, [1989] Summer Sask. Labour Rep. 80.

Amendment - Geographic - Removal of business outside geographic scope in certification order - Union can apply for amendment. (B.B.) p. 606; LRB File No. 120-93.

Burns Philp Food Ltd., U.F.C.W., Local 1400, [1993] 2nd Quarter Sask. Labour Rep. 162.

Amendment- New position- Application should be brought under s. 5(m) of *The Trade Union Act* or by unfair labour practice under s. 36. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

BARGAINING UNIT — continue(l

Amendment- New position- Clarify and correct- Section 5U) of *The Trade Union Act*- Application to amend order to exclude new position - Preconditions that must be met before Board will amend order on application under s. 5(j) made outside open period are set out - Applications under s. 5(j) are preferable to indirect approach of alleging unfair labour practice under s. 11(1)(c). (D.B.) p. 73. LRB File No. 05:-83.

Wesfair Foods Ltd., S.J.B.R.W.D.S.U., Local 454, [1984] May Sask. Labour Rep. 50: Application for prohibition dismissed (1984) July Sask. Labour Rep. 31 (C.A.).

Amendment- New position- Clarify and correct- Section 5(j) of *The Trade Union Act*- When Board will assume jurisdiction under s. 5(j) to clarify and correct order to deal with newly created position. (D.B.) p. 115, LRB File No. 059-83. *Federated Co-operatives Ltd.*, S.J.B.R.W.D.S.U., Local 540. [1984] Oct. Sask. Labour Rep. 31.

Amendment - New position - Clarify and correct - Sections 5(j) and (m) of *The Trade Union Act* - Applications under ss. 5(j) and (m) to exclude new unfilled position - Open period does not apply - Applicant must meet three conditions - Policy of Board to encourage applications during open period under s. 5(k) instead of applications under ss. 5(j) and (m) - Applications under ss. 5(j), (m) and (k) are compared. (D.B.) p. 94; LRB File No. 336-83.

Regina General Hospital, H.S.A.S., [1984] Mar. Sask. Labour Rep. 33.

Amendment - New position - Confidential capacity found where person is responsible for providing all clerical services required in connection with employer's industrial relations even though duties do not occupy majority of time. (J.H./D.B.) p. 1467; LRB File No. 067-88.

Royal Canadian Legion Reglha (Sask.) No.1 Branch, S.J.B.R.W.D.S.U., Local 454. [1989] Spring Sask. Labour Rep. p. 56.

Amendment- New position - Multiple bargaining units - New position is not automatically awarded to one unit based on wording of its certification order - Board must determine which unit is appropriate for new position. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91

St. Paul's Hospital, S.J.B.R.W.D.S.U., Local 454, [1991] 2nd Quarter Sask. Labour Rep. 78.

Amendment - New position - Onus on employer - Application under s. 5(j) is alternative to application under s. 11(1)(c). (N.S.) p. 407 LRB File Nos. 446-81 & 511-81.

Saskatoon Credit Union Ltd. U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41.

Amendment - New position - Section 5(k)(i) applies even though no collective agreement exists for new employees. (N.S.) p. 141 LRB File No. 180-78.

Liquor Board of Saskatchewan, S.G.E.A., [1979] Jan. Sask. Labour Rep. 33.

Amendment - New position - Section 6(m) permits determination before position is filled - There are two safeguards for union - First safeguard is right to grieve if creation or assignment of duties violates collective agreement - Second safeguard is that Board's order is provisional and union can seek review, at which time onus remains on employer. (B.B.) p. 981; LRB File No. 142-93.

Nipawin & District Services to the Handicapped Inc., C.U.P.E., Local 3370, [1993] 4th Quarter Sask. Labour Rep. 196,

BARGAINING UNIT — continued

Amendment - New position - Status while exclusion application is pending - Where application to exclude is due to managerial status, position remains in bargaining unit until excluded by Board or by agreement of parties - Board will expedite hearing when necessary. (R.H.) p. 453; LRB File Nos. 199-90 & 234-90.

Wascana Rehabilitation Centre, S.G.E.U., [1991] 3rd Quarter Sask. Labour Rep. 56.

Amendment - New position - Status while exclusion application is pending - Where union is certified for all-employee unit, new position remains part of bargaining unit while application is pending and until Board orders exclusion- Board will expedite hearing when necessary. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91 .

St. Paul's Hospital, S.E.I.U., Local 333, [1991] 2nd Quarter Sask. Labour Rep. 78.

Amendment - New position - Two competing unions - Employer has status to bring application to Board for determination of proper bargaining unit. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91. *St. Paul's Hospital, S.E.I.U.*, Local 333, [1991] 2nd Quarter Sask. Labour Rep. 78.

Amendment - Open period - Section S(k) of *The Trade Union Act* - Section 33(1) alters expiry date of agreement but not its effective date. (D.B.) p. 181; LRB File No. 322-83.

Westco Storage Ltd., (unreported).

Amendment Open period is calculated from date of order or collective agreement in unit to which affected employees presently belong, not date of order or agreement applying to union which seeks to include employees in its bargaining unit. (B.B.) p. 1673; LRB File No. 272-93.

Saskatoon District Health Board at Royal University Hospital, H.S.A.S. and S.E.J.U., Local 333UH, [1994] 4th Quarter Sask. Labour Rep. 63.

Amendment - Open period is calculated from date of original order not from date of amendment to original order. (D.B.) p. 787 & (D.B.) p. 926; LRB File No. 003-86.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Local 454, MacDonalds Consolidated Ltd. and Zypchyn, [1986] May Sask. Labour Rep. 61 (Preliminary Ruling) & [1986] Nov. Sask. Labour Rep. 45.

Amendment - Partial rescission refused as there must be compelling reasons to fragment successful bargaining units - Interests of dissident minority must be balanced against interest of whole - Board will not permit small groups to move from one unit to another or in and out of larger units. (D.B.) p. 787 & (D.B.) p. 926; LRB File No. 003-86.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Local 454, MacDonalds Consolidated Ltd. and Zypchyn, [1986] May Sask. Labour Rep. 61 (Preliminary Ruling) & [1986] Nov. Sask. Labour Rep. 45.

Amendment - Practice and procedure - Appeals - Board will not allow amendment process to be used as appeal - Must be material change in circumstances. (D.B.) p. 799; LRB File No. 334-85.

Tricil Ltd.-Tricil Limitee. Chauffeurs, Teamsters and Helpers Union, Local 395, [1986] May Sask. Labour Rep. 48.

Amendment - Practice and procedure - Reclassified position - In "all-employee" unit onus is on employer to prove new position is out-of-scope - Proper procedure is to apply to amend certification order' - Unfair labour practice is not proper procedure. (N.S.) p. 184; LRB File No. 192-78.

C.L.C., Loca/481. S.G.E.U., (unreported).

BARGAINING UNIT — continued

Amendment - Raid - Carve out craft unit - As long as certification order is valid and subsisting and not quashed or abandoned, it is conclusive and cannot be attacked in collateral proceedings. (D.B.) p. 479; LRB File No. 435-84.

Monad Contractors Ltd., I.B.p.W., Local2038, [1985] Apr. Sask. Labour Rep. 49.

Amendment - Raid - Carve out from existing unit - Application must be made during open period in s. 5(k) of *The Trade Union Act* and union cannot apply under s. 24. (D.B.) p. 767, LRB File No. 415-85.

City of Regina, C.U.P.E., Local 7 and Regina Civic Middle Management Association, [1986] May Sask. Labour Rep. 46.

Amendment - Raid - Carve out paramedical professional and technical employees - Applicant must give some compelling reason, other than bare community of interest or employee preference, why Board should depart from established policy of favouring more comprehensive bargaining units. (B.B.) p. 1735; LRB File No. 265-93.

Wascana Rehabilitation Centre, H.S.A.S. and S.G.E.U., (1994] 4th Quarter Sask. Labour Rep. 100.

Amendment - Raid - Carve out paramedical technical employees - Board will adhere to policy that bargaining units should not be fragmented unless particular groups of employees are not well served by current configuration or new configuration would enhance collective bargaining process. (B.B.) p. 1196; LRB File No. 292-91.

St. Paul's Hospital, H.S.A.S. and S.E.I.U., Local333] [1994] 1st Quarter Sask. Labour Rep. 269.

Amendment - Raid - Carve out professional unit - Application allowed - Factors considered - Proposed unit covered all paramedical professional classifications - Strong community of interest - History of bargaining in that hospital and in others - Nature of employer's operation - Size and viability of proposed unit - Effect on employer's operations - Effect on viability of original unit - Lateral mobility - Wishes of employees, employer and union - Any agreements between parties - Policy in favour of large units and against fragmenting units with successful bargaining history - Trend towards province-wide collective bargaining in public hospitals. (D.B.) p. 1040; LRB File Nos. 421-85 & 422-85.

Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.

Amendment - Raid - Carve out professional unit - Board applied policy against fragmentation. (D.B.) p. 513; LRB File Nos. 413-84 & 414-84.

Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1985] May Sask. Labour Rep. 38.

Amendment - Raid - Carve out technical unit - Is not necessary to establish that proposed unit is more appropriate than existing unit when number of unions and bargaining units are not being increased. (J.H./B.B.) p. 611; LRB File No. 210-90.

Royal University Hospital H.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep. 167.

Amendment - Raid - Paramedical technical employees - Employee preference is not recognized as regular mechanism for redefinition of bargaining units - Application seeking to allow group of employees recently added to open unit to be moved back into previous unit is dismissed. (B.B.) p. 1693; LRB File No. 272-93

Saskatoon District Health Board at Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333UH, [1994] 4th Quarter Sask. Labour Rep. 63.

BARGAINING UNIT — continued

Amendment - Res judicata - Board has no jurisdiction to inquire into validity of its previous certification orders. (D.B.) p. 391: LRB File No. 236-84.

Wm. Clark Interiors Ltd. & Wm. Clark Interiors (Sask.) Ltd., Carpenters Provincial Council of Saskatchewan. [1984] Nov. Sask. Labour Rep. 43.

Amendment - Res judicata - Board has no jurisdiction to reconsider matter previously determined - Amendments in nature of appeal are beyond Board's jurisdiction. (D.B.) p. 410: LRB File No. 342-84.

K.A.C R., Carpenters Provincial Council of Saskatchewan, [1985] Jan. Sask. Labour Rep. 41.

Amendment - Res judicata - Principle is inapplicable to application under s. 5(k)(i) of *The Trade Union Act* - Principle is contrary to intention of legislature which was to allow amendments. (N.S.) p. 125: LRB File No. 502-77.

Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Local 504, [1978] July Sask. Labour Rep. 45.

Amendment - Res judicata - Principle is inapplicable to findings of appropriateness of unit. (N.S.) p. 131; LRB File Nos. 617-77 & 618-77.

Regina General Hospital, Saskatchewan Association of Medical Laboratory Technologists, [1978] July Sask. Labour Rep. 49.

Amendment - Section 50) of *The Trade Union Act* - Board's jurisdiction to amend is predicated on existence of collective agreement - Collective agreement terminated pursuant to s. 33(4) is not in existence within meaning of s. 5(j). (D.B.) p. 787; (D.B.) p. 926: LRB File No. 003-86.

Canada Safeway Ltd. & Macdonalds Consolidated Ltd., S.J.B.R.W.D.S.U., Local 454 and Zypchyn, [1986] May Sask. Labour Rep. 61 (Preliminary Ruling); [1986] Nov. Sask. Labour Rep. 45 (Final Ruling).

Amendment - Section 5(k)(ii) - Open period - Amendment when there is no collective agreement in effect - Open period is calculated from date of original certification order, not from date of subsequent amendments. (J.H./B.B.) p. 760; LRB File No. 169-93.

Capital Pontiac Buick Cadillac GMC Ltd., U.S.W.A. and Monahan, [1993] 3rd Quarter Sask. Labour Rep. 121.

Amendment - Section 5(m) applies to newly created positions, not existing positions. (D.B.) p. 1667 LRB File No. 112-89.

City of Regina, Regina Professional Fire Fighters Association, Local 181, [1989] Fall Sask. Labour Rep. 58.

Amendment - Vacant position - Application is premature - Board policy is not to consider new unfilled positions. (N.S.) p. 400 LRB File No. 111-81.

Yorkton Co-operative Assodation, S.J.B.R.W.D.S.U., [1981] Sept. Sask. Labour Rep. 49.

Amendment - Vote - Application sought to amend two orders to carve out paramedical unit into new certification - Board ordered vote when employees affected notified Board that applicant had agreed to withdraw its application - Application for certification was dismissed as result of vote. (C.P.); LRB File Nos. 193-73 & 194-73.

Victoria Union Hospital Board, H.S.A.S. and C.U.P.E., Local 84, [1976] Feb. Sask. Labour Rep. 37.

BARGAINING UNIT — continued

Appropriate bargaining unit - All-employee unit - All-employee terminology is not to be used unless unit will actually comprise all employees except management and employees already represented by another union - All-employee unit that excluded large number of employees was refused as it did not accurately describe unit which would be subject of collective bargaining. (B.B.) p. 865; LRB File Nos. 202-93 & 212-93.

Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 85.

Appropriate bargaining unit - All-employee unit - Allocation of new position - Whether unions represent true "all employee" units - Board deciding incumbents should be allocated according to facility at which they spend majority of their time. (B.B.) p. 1833; LRB File No. 158-94.

Southwest District Health Board, S.E.J.U., Local 336, [1994] 4th Quarter Sask. Labour Rep. 191.

Appropriate bargaining unit - Board Policy - Appropriate unit does not mean Board must certify most appropriate unit. (N.S.) p. 1; LRB File No. 112-77.

Beaver Lumber Company Ltd., I.W.A., [1977] May Sask. Labour Rep. 30.

Appropriate bargaining unit - Board policy - Appropriate unit is always matter for discretion of Board - Where parties agree that particular unit is appropriate, their agreement should be most important factor. (D.B.) p. 412; LRB File No. 011-84.

City of Lloydminster, C.U.P.E., Local 11015, [1985] Jan. Sask. Labour Rep. 33.

Appropriate bargaining unit - Board policy - Board has long-standing policy in favour of larger bargaining units. (N.S.) p. 36; LRB File No. 085-80.

Westfair Foods Ltd. (Supervalu), U.F.C.W., [1981] Feb. Sask. Labour Rep. 66.

Appropriate bargaining unit - Board policy - Board has long-standing policy in favour of larger bargaining units. (N.S.); LRB File No. 535-81.

Prince Albert Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 496, [1982] May Sask. Labour Rep. 55; Affd (1983) Apr. Sask. Labour Rep. 53 (C.A.).

Appropriate bargaining unit - Board policy - Board's preference for larger and fewer bargaining units is relaxed in hotel industry. (J.H./D.B.) p. 1369; LRB File No. 116-88.

Courtyard Inns Ltd., H.E.R.B., Local 767, [1988] Winter Sask. Labour Rep. 51.

Appropriate bargaining unit - Board policy - Description of unit used by Board when certifying is not intended to give one union advantage over another for new classifications. (D.B.) p. 97; LRB File No. 017-83.

City of Regina, City Firefighters Union, Local 181, [1984] Jan. Sask. Labour Rep. 37.

Appropriate bargaining unit - Board policy - Employees of two group homes and sheltered workshop are appropriate unit - Board prefers larger units. (D.B.) p. 1813; LRB File No. 054-89.

Nipawin and District Servites to the Handicapped Inc., C.U.P.E., Local 3370, [1989] Winter Sask. Labour Rep. 38.

Appropriate bargaining unit - Board policy - Future classifications - Board refuses to limit certification to existing job classifications because of possible future expansion of job classification - All-employee unit is granted. (J.H./D.B.) p. 742; LRB File No. 308-85.

Cadillac Fairview Corporation Ltd., S.E.I.U., Local 1299, [1986] Apr. Sask. Labour Rep. 32.

BARGAINING UNIT — continued

Appropriate bargaining unit - Board policy - Future classifications - Policy of Board is not to include future classifications in description of appropriate unit and similarly to refuse to exclude classifications which do not exist in all-employee units - Terminology describing certified unit is not intended to give one union advantage over another for new classifications. (D.B.) p. 97; LRB File No. 017-83.

City of Regina, City Firefighters' Union, Local 181, (1984) Jan. Sask. Labour Rep. 37.

Appropriate bargaining unit - Board policy - Future classifications - Policy of Board is not to include in certification orders classifications which do not yet exist - Exception is made for all-employee units. (D.B.) p. 97; LRB File No. 017-83.

City of Regina, City Firefighters' Union, Local 181, [1984] Jan. Sask. Labour Rep. 37.

Appropriate bargaining unit - Board policy - Must be compelling reasons to exclude single group or classification. (J.H./D.B.) p. 733; LRB File No. 307-85.

Regina Native Women's Association, S.G.E.U., [1986] Mar. Sask. Labour Rep. 19.

Appropriate bargaining unit - Board policy - Practice of Board to certify appropriate unit rather than require union to apply for most appropriate unit - Unit is appropriate if it is viable for collective bargaining purposes. (N.S.) p. 88; LRB File No. 030-78.

University of Regina, (unreported).

Appropriate bargaining unit - Board policy - Proposed bargaining unit must accurately describe employees who will be subject of bargaining - Overly expansive description of unit is rejected. (B.B.) p. 865; LRB File Nos. 202-93 & 212-93.

Regina Exhibition Association Ltd, S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 85.

Appropriate bargaining unit - Board policy - Standard units - Whether standard units should be established in health care industry - Board deciding that such units should not be established. (B.B.) p. 1685; LRB File No. 266-93.

Saskatoon District Health Board at Saskatoon City Hospital, H.S.A.S. and S.E.I.U., Local 333, [1994] 4th Quarter Sask. Labour Rep. 56.

Appropriate bargaining unit - Board policy - Union need not propose most appropriate unit - An appropriate unit is sufficient. (N.S.) p. 62; LRB File No. 661-77.

Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

Appropriate bargaining unit - Board policy - Viability for collective bargaining purposes - Numerically insignificant unit is not viable. (J.H./D.B.) p. 1369; LRB File No. 116-88.

Courtyard Inns Ltd, H.E.R.E., Local 767, (1988) Winter Sask. Labour Rep. 51.

Appropriate bargaining unit - Board policy - When Board has choice of two appropriate units, Board should choose more appropriate unit. (N.S.) p. 272; LRB File No. 086-80.

Westfair Foods Ltd, S.J.B.R.W.D.S.U., Local 454 and U.F.C.W., [1980] July Sask. Labour Rep. 40.

Appropriate bargaining unit - Board policy - Where duty to determine appropriate unit and employees' right of self organization are in conflict, Board's duty to protect public interest by ensuring bargaining units are appropriate must prevail. (J.H./B.B.) p. 611; LRB File No. 210-90.

Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep. 167.

BARGAINING UNIT — continue

Appropriate bargaining unit- Casual and part-time employees- As general rule Board will not exclude casual and part-time employees from unit. (D.B.) p. 1200; LRB File No. 116-86.

Lakeland Regional Library Board, C.U.P.E., Local 3077, [1987] Apr. Sask. Labour Rep. 59.

Appropriate bargaining unit- Casual and part-time employees- Board does not usually exclude casual and part-time employees. (D.O.) p. 1482; LRB File No. 257-88.

Saskatoon Public Library Board, C.U.P.E., Local 2269, [1989] Spring Sask. Labour Rep. 82.

Appropriate bargaining unit - Casual and part-time employees - Casual and part-time employees are not generally excluded from larger units. (D.B.) p. 744; LRB File No. 070-85.

University of Saskatchewan. University of Regina Faculty Association, [1986] Apr. Sask. Labour Rep. 34.

Appropriate bargaining unit- Casual and part-time employees- Enlarging unit by adding in casual and Sunday staff - Unit is found appropriate notwithstanding inappropriateness of existing collective bargaining unit to new unit - Board assumes free collective bargaining will result in revised agreement that reflects new situation. (D.B.) p. 1482; LRB File No. 257-88.

Saskatoon Public Library Board, C.U.P.E., Local 2269, [1989] Spring Sask. Labour Rep. 82.

Appropriate bargaining unit - Casual and part-time employees- General rule is not to segregate small group of part-time employees from otherwise all-employee unit. (J.H./D.B.) p. 742; LRB File No. 308-85.

Cadillac Fairview Corporation Ltd., S.E.I.U., Local 299, [1986] Apr. Sask. Labour Rep. 32.

Appropriate bargaining unit - Common employer - Evidence did not indicate three corporations shared such degree of common ownership, direction and control that, for labour relations purposes, they should be treated as one employer. (D.B.) p. 958; LRB File No. 259-86.

Bramel Industries Ltd., U.A. Local 1179, [1987] Jan. Sask. Labour Rep. 35.

Appropriate bargaining unit - Common employer - Inter-relationship or association between two companies is relevant factor for Board to consider in successorship proceedings under s. 37 of *The Trade Union Act*. (D.B.) p. 423; LRB File Nos. 199-84, 201-84, 202-84 & 204-84.

Cana Construction Co. Ltd., U.B.C.J.A., Locals 1805 and 1990, Pan-Western Construction Ltd., Buchner Construction Inc., 309588 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29.

Appropriate bargaining unit - Common employer - Is no provision in *The Trade Union Act* enabling Board to treat associated companies as single employer. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction, U.B.(J.J.A.), Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Appropriate bargaining unit - Common employer - Majority of Board refused to pierce corporate veil between Association and its members for purpose of determining managerial exclusions on application to certify Association - Chair, in dissent, would have lifted corporate veil. (J.H./B.B.) p. 3 JOLRB File No. 049-92.

Saskatchewan Health-Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397. [1993] 1st Quarter Sask. Labour Rep. 137.

BARGAINING UNIT — continued

- Appropriate bargaining unit - Common employer - Management company - Employee of management company found to be employee of o'Mler of management company - Board will not allow certification order to be evaded by use of corporation. (N.S.) p. 498LRB File Nos. 128-82 to 163-82.
Sollars et al, C.U.P.E., [1982] Dec. Sask. Labour Rep. 38.
- Appropriate bargaining unit - Common employer- Piercing corporate veil - Board has power to certify unit that includes employees of three separate legal entities - Industrial relations of three corporations are inseparable - Board finds employees of two corporations to be employees of third corporation. (N.S.) p. 62; LRB File No. 661-77.
Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.
- Appropriate bargaining unit - Common employer - Piercing corporate veil - Employees of contractor are designated to be employees of principal. (D.B.) p. 848LRB File No. 297-85.
Modern Roofing (1978) Ltd., S.M.I.A., Local296, Herb and Steve Roofing Ltd. and Custom Roofing Ltd., [1986] June Sask. Labour Rep. 64.
- Appropriate bargaining unit - Common employer - Piercing corporate veil - Person may still be employee even though purporting to act through corporation. (D.B.) p. 1338; LRB File No. 194-87.
M & B Trucking Ltd., S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82.
- Appropriate bargaining unit - Common employer - Three corporations are named as employer in one certification order when their industrial relations were so intertwined as to make them inseparable. (R.H.) p. 513; LRB File No. 189-91.
Prairie Pipeline Ltd., C.D.W.U., Local180, (1991) 4th Quarter Sask. Labour Rep. 73.
- Appropriate bargaining unit - Common employer - Two companies virtually inseparable - Without legislative authority Board is unable to treat two corporations as one employer. (D.B.) p. 559; LRB File Nos. 029-85 & 030-85.
Parkland Drywall Ltd., Carpenters Provincial Council of Saskatchewan, (1985) July Sask. Labour Rep. 39.
- Appropriate bargaining unit - Common employer - Whether employer should be identified as provincial organization or local branch in situation where both entities share office and duties of staff are integrated - Board finds joint employer bargaining unit should include employees of both entities. (B.B.) p. 1323; LRB File No. 049-94.
Immigrant Women of Saskatchewan, S.G.E.U., [1994] 2nd Quarter Sask. Labour Rep. 125.
- Appropriate bargaining unit - Community of interest - Application to certify one of two laundry facilities operated by employer in same city is granted - Factors to consider are identified - Basic balance is between entitlement of employees to have access to collective bargaining and outlook for healthy bargaining if unit approved - Is no insurmountable difficulty for employer. (B.B.) p. 459LRB File No. 254-92.
Nelsons Laundries Ltd., operating as Arthur Rose Cleaners/Sasklinen Serviees, S.J.B.R.W.D.S.U., [1993] 1st Quarter Sask. Labour Rep. 242.
- Appropriate bargaining unit - Community of interest - New position - Where there are two competing unions, Board sets out factors to consider in assignment of position to one of bargaining units. (J.H.I.R.H.) p. 99; LRB File No. 040-90.
Uni-versity of Saskatchewan, C.U.P.E., Local1975, [1990] Swmmer Sask. Labour Rep. 97

BARGAINING UNIT — continu

Appropriate bargaining unit - **C**ompany of interest - Proliferation of bargaining units - Proposed bargaining unit of casino employees consisting of one of many departments - Board has no set formula - Many factors must be considered, but question *is* relatively simple - Does proposed unit encompass group of employees with sufficiently coherent community of interest that they can bargain together on *viablf* basis without at same time causing serious labour relations problems for employer? (B.B.) p. 125; LRB File No. 182-92.

Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 75.

Appropriate bargaining unit - Confidential personnel - Acting administrator/confidential secretary - Whether acting administrator/confidential secretary should be excluded from bargaining unit - Board deciding position should be excluded. (B.B.) p. 1287; LRB File No. 038-94.

Town of Moosomin, C.U.P.E., Local 3737, [1994] 2nd Quarter Sask. Labour Rep. 92.

Appropriate bargaining unit - Confidential personnel - Board distinguished between occasionally and regularly acting in confidential capacity. (D.B.) p. 275; LRB File No. 470-83.

St. Joseph's Union Hospital, C.U.P.E., Local 1304, [1984] July Sask. Labour Rep. 36.

Appropriate bargaining unit - Confidential personnel - Bookkeeper - Secretary receptionist - Confidential capacity must **l>t** in regard to employer's labour relations - Other confidential capacity is not relevant - Certification likely to increase labour relations' component of duties - Much of employer's labour relations will be performed off premises, but some will involve bookkeeper - Exclusion of **e** clerical position is reasonable - Bookkeeper is excluded - Secretary is included. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.J.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Appropriate bargaining unit - Confidential personnel - Clerical - Confidential capacity found where person is responsible for **proJding** all clerical services required in connection with employer's industrial relations even tho**tkh** duties do not occupy majority of time. (J.H./D.B.) p. 1467; LRB File No. 067-88.

Royal Canadian Legion Regina (Sask.) No. 1 Branch, S.J.B.R.W.D.S.U., Local 454, [1989] Spring Sask. Labour Rep. 56.

Appropriate bargaining unit - Confidential personnel - Clerical person is excluded where all clerical services including labour relations are provided - Board notes that labour relations component likely to increase due to certification. (J.H.I.R.H.) p. 465; LRB File No. 206-91.

Estevan Home Care District #9 Inc., S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54.

Appropriate bargaining unit - Confidential personnel - Foreman is not acting regularly in confidential capacity and has no real authority - Mere supervision is insufficient - Management of physical plant does not conflict with membership in union. (N.S.) p. 48; LRB File No. 551-77.

The Town of Leader, S.E.I.ti Local 1336, [1978] Mar. Sask. Labour Rep. 46.

Appropriate bargaining unit - Confidential personnel - Incidental access to confidential information respecting labour relations is **not enough** - Person must act regularly in confidential capacity. (J.H./D.B.) p. 918; LRB File No. 087-86.

Household Trust Company, U.F.C.W., Local 1400, [1987] Mar. Sask. Labour Rep. 29.

BARGAINING UNIT — continued

Appropriate bargaining unit - Confidential personnel - Payroll administrator - Duties involved sensitive and confidential information related to labour relations - Earlier provisional exclusion order is confirmed . (B.B.) p. 470LRB File No. 250-92.

Regina Public Library &ard. C.U.P.E., Local 1594, [1993] 1st Quarter Sask. Labour Rep. 276.

Appropriate bargaining unit - Confidential personnel - Regularly employed in confidential capacity - Only clerical employee types all industrial relations material on re-occurring and predictable basis- Position is excluded by Board. (J.H.I.R.H.) p. 151; LRB File No. 033-90.

Saskatoon Interval House, S.G.E.U., [1990] Fall Sask. Labour Rep. 63.

Appropriate bargaining unit - Confidential persmmel - Secretary - Inevitable result of certification will be to increase employer's labour relations - Only one clerical position exists for entire management - Position is excluded as Board is satisfied position will be regularly involved in employer's labour relations. (J.H./B.B.) p. 290; LRB File No. 248-92.

Langenberg Centennial Special Care Home, S.E.I.U., Local 299, [1993] 1st Quarter Sask. Labour Rep. 119.

Appropriate bargaining unit - Confidential persmnel - Secretary is excluded when she provides all clerical services including labour relations - Board notes that labour relations component is likely to increase due to certification. (J.H.I.R.H.) p. 465; LRB File No. 206-91.

Estevan Home Care District #9 Inc , S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54.

Appropriate bargaining unit - Confidential persormel - Secretary regularly types confidential reports, minutes and correspondence dealing with industrial relations -No other typist is out-of-scope. (D.B.) p. 1336; LRB File No. 041-88.

Town of Unity, C.U.P.E., Local2752, [1988] Fall Sask. Labour Rep. 80.

Appropriate bargaining unit - Confidential personnel - Stenographer types confidential material respecting labour relations - Access to such material is not sufficient reason for exclusion - Secretarial exclusion is justified where volume of confidential material is great and secretary regularly works with such material. (N.S.) p. 354; LRB File No. 385-80.

Rosetown School Division No. 43, C.U.P.E., Local3002, [1981] May Sask. Labour Rep. 49.

Appropriate bargaining unit- Confidential persormel- Vacant positions- Board has little choice but to rely to great extent on employer's representations about duties, past and proposed - If duties are defined with sufficient certainty to permit determination that incumbent is likely to regularly act in confidential capacity, Board Will make preliminary ruling- Ruling is subject to review during open period after incumbent is in position for reasonable period - Onus remains on employer to establish grounds for exclusion. (D.B.) p. 1484; LRB File No. 246-88.

Bosco Homes Inc, S.G.E.U., [1989] Spring Sask. Labour Rep. 84.

Appropriate bargaining unit - Construction industry - Geographic scope - In construction industry provincial unit is standard- Project certification is refused. (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co.- Canada, A Division of Harsco Canada Ltd., U.B.C.J.A.. Local 1985, f1993]3rd Quarter Sask. Labour Rep. 98.

Appropriate bargaining unit - Construction industry - Industrial maintenance contractor - Certification on construction craft lines is confined to construction industry except in extraordinary circumstances- Extraordinary circumstances are found and craft certification granted. (R.H.) p. 544; LRB File Nos. 255-91, 267-91, 274-91 & 303-9L

Tanar Lloydminster Maintenance Ltd., I.B.B., U.B.C.J.A., Local 1985, C.G.W.U., Local 890 and E.C.W.U., Local649, [1992] 1st Quarter Sask. Labour Rep. 56,

BARGAINING UNIT — continued

Appropriate bargaining unit - Construction industry - Newbery units are reaffirmed as appropriate. (R.H.) p. 625; (B.B.) p. 593; LRB File No. 096-91.

Sterling Crane - A Division of Procrane Inc., I.A.B.S.O.I.W., Local 771, [1992] 2nd Quarter Sask. Labour Rep. 51 quashed on review, [1992] 4th Quarter Sask. Labour Rep. 39 (Q.B.); reheard, [1993] 2nd Quarter Sask. Labour Rep. 150.

Appropriate bargaining unit - Construction industry - Pipeline construction - Standard craft units for operating engineers and labourers are designated - All-employee unit is not appropriate. (R.H.) p. 489; LRB File Nos. 146-91, 188-91 & 195-91.

Henuset Pipeline Construction Ltd., I.U.O.E., C.G.W.U. and General Workers of Canada, Local 1, [1991] 4th Quarter Sask. Labour Rep. 64.

Appropriate bargaining unit - Construction industry - Project agreement - Project certification is refused - Standard craft unit is granted - Scope clause in project agreement is not determinative of geographic scope for bargaining unit when union subsequently applies for certification, unless evidence that parties intended scope clause in project agreement to apply to subsequent application for certification. (H.) p. 625; (B.B.) p. 593; LRB File No. 096-91.

Sterling Crane - A Division of Procrane Inc., I.A.B.S.O.I.W., Local 771, [1993] 2nd Quarter Sask. Labour Rep. 51 quashed on review, [1992] 4th Quarter Sask. Labour Rep. 39; reheard, [1993] 2nd Quarter Sask. Labour Rep. 150.

Appropriate bargaining unit - Construction industry - Project certification is rejected - Geographic boundaries of bargaining unit are broadly defined in construction - Scope clause in pre-existing project agreement is not binding on union in certification application when there is no evidence that parties intended scope clause in agreement to apply to application for certification - Certification of union for normal craft unit does not release union from obligations under project agreement. (B.B.) p. 85; LRB File No. 270-91.

Sparrow Electric Corporation I.B.E.W., Local 529, [1993] 4th Quarter Sask. Labour Rep. 79.

Appropriate bargaining unit - Construction industry - Scaffolding yard at upgrader - Carpenters' craft unit is granted even though employees are not directly involved in erecting or dismantling of scaffolding at construction site (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co. - Canada, A Division of Harsco Canada Ltd., U.B.C.J.A., Local 1985. (1993) 3rd Quarter Sask. Labour Rep. 98.

Appropriate bargaining unit - Construction industry - Standard construction unit description - Foremen are included even though employer applies that term to employees who exercise managerial responsibility - Is no need to alter standard unit description to accommodate employer's choice of titles. (J.H./D.B.) p. 1109; LRB File No. 216-86.

Central Asphalt Ltd. I.U.O.E. Local 870. [1987] July Sask. Labour Rep. 37.

Appropriate bargaining unit - Construction industry - Standard unit description for plumbers is set forth. (N.S.) p. 546; LRB File No. 135-79.

JCS Western Construction Ltd., U.A., Local 179, [1980] May Sask. Labour Rep. 62.

Appropriate bargaining unit - Construction industry - Standard unit description for trades in construction industry is set forth by Board - No substantial deviation will be permitted except in special circumstances established by evidence. (N.S.) p. 215; LRB File No. 114-79.

International Erectors & Riggers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.

BARGAINING UNIT — continued

Appropriate bargaining unit - Construction industry - Standard unit descriptions are not intended to add to or infringe upon jurisdiction of particular trades - Jurisdictional disputes should be taken to Impartial Jurisdictional Disputes Board for construction industry- Board is not proper forum. (N.S.) p. 297; LRB File No. 130-80.

A/ron Electric Ltd., I.B.E.W., Local 529 and C.G.W.U., Local 890, [1980] Oct. Sask. Labour Rep. 34.

Appropriate bargaining unit - Construction industry - Statement of employment- To determine whether employee belongs to craft unit Board examined job functions for reasonably representative period of time to determine prime focus of work. (D.B.) p. 1281; LRB File No. 206-87.

Workforce Construction Ltd., C.G.W.U., Local890, [1988] Fall Sask. Labour Rep. 39.

Appropriate bargaining unit - Construction industry - Unit description of electricians changed to add electrical workers. (N.S.) p. 546; LRB File No. 135-79.

ICS Western Construction Ltd., U.A., Local 179, [1980] May Sask. Labour Rep. 62.

Appropriate bargaining unit -Construction industry- Welders are common to many trades - Welders are not included in any building trade unit description. (N.S.) p. 546; LRB File No. 135-79.

JCS Western Construction Ltd., U.A., Local 179, [1980] May Sask. Labour Rep. 62.

Appropriate bargaining unit - Craft unit - Field work and construction work are not same - Standard construction unit is not appropriate in industrial enterprise - Field unit is limited to one trade not appropriate in industrial setting. (J,H,I,R,R) p. 199; LRB File No. 048-90.

Dutch Industries Ltd..I.A.B.S.O.I.W.U., Local771, [1990] Fall Sask. Labour Rep. III.

Appropriate bargaining unit - Craft unit or all-employee unit - Multi-skilled employee - Whether craft unit or all-employee unit is appropriate - Board requires as necessity evidence that employees are multi-skilled and are not operating along traditional craft lines - General policy is to certify along traditional craft lines in construction industry. (D.B.) p. 61; LRB File No. 107-83.

A. V. Concrete Forming Systems Ltd., Carpenters Provincial Council of Saskatchewan, [1983] Nov. Sask. Labour Rep. 35.

Appropriate bargaining unit - Craft unit or all-employee unit - Whether employees are multi-skilled employees or traditional tradesmen- Test is where employee has worked for majority of time during reasonable representative period of time prior to application - Policy of Board favours traditional craft units in construction industry. (D.B.) p. 16; LRB File No. 106-83.

K.A. C.R.(A Joint Venture), I.U.O.E., Local870, [1983] Sept. Sask. Labour Rep. 37.

Appropriate bargaining unit - Existing and "related facilities" - Whether unit described to include existing operation and "related facilities" is appropriate - Board deciding is not appropriate to include phrase "related facilities" when no existing or planned facilities other than one currently is operating. (B.B.)p. 1180; LRB FileNo. 281-93.

PADC Holdings Ltd. operating as Prince Albert Inn, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 254.

Appropriate bargaining unit - Fragmentation - Board has long-standing policy against fragmentation of units with successful collective bargaining histories - Previous history as two units is not significant. (N.S.) p. 272; LRB File No. 086-80.

Westfair Foods Ltd.. S.J.B.R.W.D.S.U., Local 454, U.F.C.W., rt980] July Sask. Labour Rep. 40.

BARGAINING UNIT — continue(!)

Appropriate bargaining unit - Fragmentation - Board is reluctant to fragment units with history of successful bargaining but will not ignore changes in employer's enterprise, structure of collective bargaining or nature of employees' work. (D.B.) p. 1040; LRB File No. 421-85.

The Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.

Appropriate bargaining unit - Fragmentation - Carve out of group of employees from larger unit - Is not necessary to establish if proposed unit is more appropriate than existing unit when number of unions and bargaining units are not being increased. (J.H./B.B.) p. 611; LRB File No. 210-90.

Royal University Hospital, J.I.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep. 167.

Appropriate bargaining unit - Fragmentation - Casino employees - Although they constitute only small part of total operation they form natural group whose terms of employment can be subject of sensible discussion - Strong similarity in qualifications and working conditions exist - Unit would be viable and would not create excessive inconvenience for employer or complicate its industrial relations - Board also considered organizing difficulties of industry. (B.B.) p. 125; LRB File No. 182-92.

Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 75.

Appropriate bargaining unit - Fragmentation - Employee support does not determine question - Board has long-standing policy against fragmenting existing units with successful bargaining histories and policy favouring larger units over smaller units - Applicant must show proposed unit is more appropriate. (N.S.) p. 282; LRB File Nos. 298-79 & 314-79.

City of Regina, Regina Civic Middle Management Association and City Hall Administrative Staff Association, Local 7, [1980] Sept. Sask. Labour Rep. 36.

Appropriate bargaining unit - Fragmentation - General principles where there are more than one appropriate unit - Board considers right of self organization and wishes of employees - Onus on employer to show fragmentation will impact collective bargaining process - "Appropriate" means viable for collective bargaining purposes (D.B.) p. 287; LRB File No. 495-83.

Gene's Ltd. (Geno's Pasta & Pina), H.E.R.E., Local 767, [1984] July Sask. Labour Rep. 37.

Appropriate bargaining unit - Fragmentation - Government department - Board applies principle of avoiding fragmentation of bargaining unit where conditions of employment within smaller group is similar to larger unit. (C.P.); LRB File No. 264-74.

Government of Saskatchewan, Oil, Chemical & Atomic Workers International Union, Local 9-921 and S.G.E.A., [1976] Feb. Sask. Labour Rep. 41.

Appropriate bargaining unit - Fragmentation - Health care industry - Board applies policy against fragmentation of existing, successful bargaining units in health care - Board dismisses application to certify laboratory technologists in three hospitals. (C.P.); LRB File No. 334-75.

Pasqua Hospital (South Saskatchewan Hospital Centre), Saskatchewan Association of Medical Laboratory Technologists, Pasqua Hospital Employees Association and C.U.P.E., Local 1612, [1976] July Sask. Labour Rep. 41.

Appropriate bargaining unit - Fragmentation - Hotel industry - Maintenance department - Although Board has been particularly flexible because of organizing difficulties one out of 15 departments containing nine out of over 200 employees is not appropriate - Factors discussed. (J.H./D.B.) p. 1369; LRB File No. 116-88.

Courtyard Inns Ltd., H.E.R.a., Local 767, [1988] Winter Sask. Labour Rep. 51.

BARGAINING UNIT — continued

- Appropriate bargaining unit- Fragmentation- In unorganized industry consisting largely of part-time and casual employees, policy objectives of avoiding multiplicity of bargaining units and facilitating collective bargaining are not always in harmony - Board is willing to relax preference for larger unit and certify smaller unit where effect of requiring optimum long-term bargaining structure is to prevent organization of employees - Unit must still be viable with rational and defensible boundary. (J.H./D.B.) p. 911; LRB File No. 015-86.
Regina Exhibition Association, H.E.R.E., Local 767, [1986] Oct. Sask. Labour Rep. 43.
- Appropriate bargaining unit- Fragmentation -Is inappropriate and undesirable to have employees with same job classifications represented by two unions. (N.S.) p. 226;LRB File No. 195-79.
Shelley Western, A Division of Westfair Foods, U.F.C.W. and S.J.B.R.W.D.S.U., [1979] Dec. Sask.Labour Rep. 41.
- Appropriate bargaining unit- Fragmentation - Poor representation by union that is at least as much fault of employees does not justify fragmenting existing unit (N.S.) p. 131; LRB File Nos. 614-77 & 618-77.
Regina General Hospital, Saskatchewan Association of Medical Laboratory Technologists, [1978] July Sask. Labour Rep. 49.
- Appropriate bargaining unit - Fragmentation - Professional employees - Engineers - Board applies policy against fragmentation of large bargaining unit - Board rejects unit of professional engineers that would cut across job classifications. (C.P.); LRB File No. 285-73.
Government of Saskatchewan, Professional Engineers Employees Association, r1976] Apr. Sask. Labour Rep. 36.
- Appropriate bargaining unit - Fragmentation - Professional or occupational segregation - Agrologists - Professional status is not factor - Dissent by minority from wishes of majority over strike is not sufficient reason for exclusion or separate unit - Board has policy against fragmentation and in favour of larger units -Principle of democratic majority rule must prevail in interest of industrial stability. (N.S.) p. 305; LRB File No. 168-80.
Government of Saskatchewan, S.G.E.A. and Griffin, [1981] Feb. Sask. Labour Rep. 61.
- Appropriate bargaining unit - Fragmentation - Proliferation of bargaining units - Union certified for all-employee unit - When new program was started, union made no attempt to represent employees in new program - Second union applied for certification of employees in new program - Two bargaining units are inappropriate - Application by second union is dismissed - Board must balance conflicting policy goals of industrial stability and facilitating employee access to collective bargaining. (B.B.) p. 80LRB File No. 123-92.
Young Women's Christian Association, C.U.P.E., Local 1902-08 and S.E.I.U., Local 333, [1992] 4th Quarter Sask. Labour Rep. 71.
- Appropriate bargaining unit - Fragmentation - Right of employees to organize and bargain through union of own choice and Board's duty to determine whether proposed unit appropriate are not always compatible. (J.H./D.B.) p. 185LRB File No. 118-89.
Gabriel Dumont Institute of Native Studies and Applied Research Inc., S.G.E.V., [1989] Winter Sask. Labour Rep. 68.
- Appropriate bargaining unit - Fragmentation - Separate unit is allowed when incumbent union refuses to represent group of employees. (D.B.) p. 152LRB File No. 063-88.
University of Saskatchewan. C.U.P.E, Local 3287, [1989] Summer Sask. Labour Rep. 37.

BARGAINING UNIT — continued

Appropriate bargaining unit- fragmentation- Sessional lecturers at university are not appropriate unit. (D.B.) p. 744, LRB File No. C170-85.

University of Saskatchewan. University of Regina Faculty Association, [1986] Apr Sask. Labour Rep. 34.

Appropriate bargaining unit - Fragmentation - Single program or department is not appropriate - Factors and general principle are discussed. (J.H.I.D.B.) p. 1851; LRB File No. 118-89.

Gabriel Dumont Institute of Native Studies and Applied Research Inc.. S.G.E.U., (1989) Winter Sask. Labour Rep. 68

Appropriate bargaining unit- Fragmentation - Unit of shop employees is appropriate. (B.B.) p. 1427; LRB File No. 088-94.

Prairie Micro-Tech Inc., S.J)IR.W.D.S.U., (1994) 3rd Quarter Sask. Labour Rep. 87.

Appropriate bargaining unit - Fragmentation - Where great majority of employees are represented by union, Board may require snjall unrepresented group to join existing union if they wish to bargain collectively - Board may not permit second bargaining unit and second union. (J.H./B.B.) p. 572; LRB File No. 295-91.

Shaunavon Union Hospital Board, S.E.I.U., Local 336, [1993] 2nd Quarter Sask. Labour Rep. 129.

Appropriate bargaining unit- Fragmentation - Agrologists- Carve out from all-employee unit- Board has policy against fragmentation - Carve out must enhance prospect of future harmonious bargaining. (D.B.) p. 581; LRB File No. 338-84.

Government of Saskatchewan, S.G.E.U. and Hanna, [1985] Aug. Sask. Labour Rep. 31.

Appropriate bargaining unit - Fragrndentation - Charter of Rights - Whether Board policy against fragmenting larger units operates as limitation on freedom of association of employees who wish to form their own bargaining unit - If democratic majority rule system valid under Charter as it is, then no matter what unit chosen there will always be groups within that unit that are not represented by bargaining agent of their choice - Limitation on right of minority that results from majority rule principle is reasonable - Board notes that applicant itself was relying on majority support to justify imposition of proposed unit on all employees within that unit. (D.B.) p. 1040; LRB Fil No. 421-85.

Plains Health Centre. H.S.:A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.

Appropriate bargaining unit - Fragmentation - Occupational or professional groups are not entitled to separate unit on that basis alone - Exception is made if group can establish separate community of interest - Con.fUpt between Code of Ethics and union constitution over priority of withdrawal of services is insQfficient reason for fragmenting all-employee unit. (D.B.) p. 581; LRB File No. 338-84.

Government of Saskatchewan, S.G.E.U. and Hanna, [1985] Aug. Sask. Labour Rep. 31.

Appropriate bargaining unit - Geographic scope - Boundaries should be defined so as to reflect scope of employds operation - Industrial uruts are usually defined by municipal boundaries - If employer moves business outside municipal boundary, union can apply for amendment. (B.B.) p. 606; LRB File No. 120-93.

Burns Philp Food Ltd., U.F.(.:W., Local 1400, [1993] 2nd Quarter Sask. Labour Rep. 162.

BARGAINING UNIT — continued

Appropriate bargaining unit - Geographic scope - Certification orders that bear no reasonable correlation to employer's operation may be inconsistent with right of future employees to choose own bargaining representative. (D.B.) p. 799; LRB File No. 334-85.

Tricil Ltd.-Tricil Limitee, Chauffeurs, Teamsters and Helpers Union, Local 395, [1986] May Sask. Labour Rep. 48.

Appropriate bargaining unit - Geographic scope - Employer operates in three municipalities - Uruon applied to certify employees in one of municipalities - Board must balance employees' access to collective bargaining and public interest in workable bargaining relationships - Many factors are considered - Weight of factors varies - Some of factors considered include community of interest among employees, effects of fragmentation of work force, labour relations history, viability of proposed unit, difficulties proposed unit will cause employer, structure and administration of business and interests of any excluded group of employees. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Appropriate bargaining unit - Geographic scope - Industrial unit - Board is generally inclined to restrict geographic scope to municipality. (D.B.) p. 799; LRB File No. 334-85.

Tricil Ltd.-Tricil Limitee, Chauffeurs, Teamsters and Helpers Union, Local 395, [1986] May Sask. Labour Rep. 48.

Appropriate bargaining unit - Geographic scope - Interprovincial employee complement - Whether Board can certify aU-employee unit when some employees reside or work, or both, outside of Saskatchewan - Whether these persons can be included in unit. (D.B.) p. 412; LRB File No. 011-84.

City of Lloydminster, C.U.P.E., Local 1015, [1985] Jan. Sask. Labour Rep. 33.

Appropriate bargaining unit - Geographic scope - Lloydminster - Interprovincial bargaining unit cannot be granted unless other province has ceded jurisdiction to Saskatchewan - Employees employed in Alberta are under jurisdiction of Alberta - Employees employed in Saskatchewan are under jurisdiction of Saskatchewan - Separate units are required. (J.H./R.H.) p. 219; LRB File No. 013-90.

Lloydminster School Division, C.U.P.E., Local 3432, [1990] Winter Sask. Labour Rep. 70.

Appropriate bargaining unit - Geographic scope - Municipality - Whether bargaining unit should be limited to single municipality - Board deciding unit should be limited to City of Regina. (B.B.) p. 1704; LRB File No. 188-94.

Certified Rentals, A Division of Enserv Corporation, I.U.O.E., Local 870, [1994] 4th Quarter Sask. Labour Rep. 73.

Appropriate bargaining unit - Geographic scope - Province-wide unit - Board must balance right of future employees to choose bargaining representative against need to ensure bargaining unit's viability - Board is inclined to certify province-wide whenever geographic scope of employer's operation covers all or significant portion of province - Should be reasonable correlation between geographic scope of unit and operation. (D.B.) p. 670; LRB File No. 274-85.

Industrial Welding (1975) Ltd., U.S.W.A., [1986] Feb. Sask. Labour Rep. 45.

Appropriate bargaining unit - Geographic scope - Restaurant - Certification order should not encompass area larger than business carried on by employer. (D.B.) p. 804; LRB File No. 035-86.

Chi Chi's Restaurant Enterprises Ltd., H.E.R.E., Local 767, [1986] June Sask. Labour Rep. 31.

BARGAINING UNIT — continue(t

Appropriate bargaining unit - Independent contractor - Board considers degree of control over method of providing goods and services, ownership of tools, chance of profit, risk of loss and statutory purpose- Whether person is carrying on business on own behalf or for superior. (D.B.) p. 958; LRB File No. 259-86.

Bramel Industries Ltd., U.A., Local 179, [1987] Jan. Sask. Labour Rep. 35.

Appropriate bargaining unit - Independent contractor - Board discusses factors to be considered. (D.B.) p. 140; LRB File No. 029-83.

Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U., Local 544, [1983] Dec. Sask. Labour Rep. 30

Appropriate bargaining unit - Independent contractor - Brief summary of principles and factors considered. (J.H.I.R.H.) p. 657, LRB File No. 268-91.

Harmon International Industries Ltd., U.S.W.A., [1992] 2nd Quarter Sask. Labour Rep. 73.

Appropriate bargaining unit - Independent contractor - Certified employer contracted out cleaning services - Authorities reviewed by Board - Facts of relationship are very important - Certified employer provides some supplies and equipment - Contractor has extensive autonomy - Contractor can do work or hire others to do work - Contractor has own employees - Interest of certified employer and quality of work are not same as supervisory authority - Risk of loss and chance of gain evaluated - Imbalance of power between large employer and small contractor does not convert independent contractor to employee. (B.B.) p. 480; LRB File No. 090-93.

City of North Battleford, C.U'3'E., Local 287, [1993] 1st Quarter Sask. Labour Rep. 296.

Appropriate bargaining unit - Independent contractor - Chaplains - Whether chaplains at Youth Addiction Treatment Centre should be excluded from bargaining unit - Board deciding that chaplains are "employees" within meaning of s. 2(t) of *The Trade Union Act*, and that they should be included in bargaining unit. (B.B.) p. 1387; LRB File No. 083-94.

Whitespruce Youth Treatment Centre, S.G.E.U., [1994] 2nd Quarter Sask. Labour Rep. 184.

Appropriate bargaining unit - Independent contractor - Delivery drivers - Whether failure to deduct union dues or terminate employment of delivery drivers constituted violation of ss. 32(2) and 36(2) of *The Trade Union Act* - Board deciding that drivers were independent contractors and not "employees" within meaning of s. 2(f). (B.B.) p. 1663; LRB File No. 264-93.

Beatrice Foods Ltd., U.F.C.W., Local 241-2 and Mierau, Woodhouse, Elkew, [1994] 3rd Quarter Sask. Labour Rep. 30

Appropriate bargaining unit - Independent contractor - Gas bar operators - Factors reviewed - Entrepreneurial control to financial decisions that determine financial success or failure of business is most important feature that distinguishes independent contractors from employees - Strict operating, marketing and maintenance standards imposed by principal are not inconsistent with status of independent contractor. (J.H.I.R.H.) p. 144; LRB File No. 256-88.

Federated Co-operative Ltd., S.J.B.R.W.D.S.U., Local 539 and 540 and Sherwood Co-operative Association Ltd., [1990] Fall Sask. Labour Rep. 57.

Appropriate bargaining unit - Independent contractor - Generally accepted factors for distinguishing between employee and independent contractor include: degree of control over method of providing goods and services; ownership of tools; chance for profit; and risk of loss. (D.B.) p. 1338; LRB File No. 194-87

M & B Trucking Ltd., S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82.

BARGAINING UNIT — continued

Appropriate bargaining unit - Independent contractor - Janitorial contractor is employee within s. 2(f) as services can be subject of collective bargaining. (N.S.) p. 379; LRB File No. 124-81.

Yorkton Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1981] Oct. Sask. Labour Rep. 34.

Appropriate bargaining unit - Independent contractor - Karaoke operator - Board deciding karaoke operators fall within definition of "employee" and should be included in bargaining unit. (B.B.) p. 1180; LRB File No. 281-93.

PADC Holdings Inc operating Prince Albert Inn, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 254.

Appropriate bargaining unit - Independent contractor - School caretakers are employees within s. 2(f)(iii) where terms of employment could be subject of collective bargaining. (N.S.) p. 336; LRB File No. 383-80.

Shamrock School Division No. 38, C.U.P.E., Local 2452, [1981] May Sask. Labour Rep. 47.

Appropriate bargaining unit - Independent contractor - Sections 2(f)(ii) and (iii) of *The Trade Union Act* are intended to extend *The Trade Union Act* to persons who at law are not employees but contractors - Section 2(f)(ii) must be read in manner that does not render s. 2(f)(i) meaningless or in manner that would leave definition of employee to discretion of Board with no practical statutory guidelines. (N.S.) p. 364; LRB File No. 085-80.

Westfair Foods Ltd. (Supervalu), U.F.C.W., [1981] Feb. Sask. Labour Rep. 66.

Appropriate bargaining unit - Independent contractor - Sections 2(f)(ii) and (iii) of *The Trade Union Act* empower Board to find independent contractor and employees of contractor to be employees of principal. (N.S.) p. 90; LRB File No. 564-77.

The Board of the Parkland School Unit, No. 63, C.U.P.E., Local 832. [1978] June Sask. Labour Rep. 56.

Appropriate bargaining unit - Independent contractor - Six tests are reviewed by Board - Substance, not form of relationship, is important. (R.H.) p. 46; LRB File No. 267-89.

Tesco Electric Ltd., I.B.E.W., Local 2038, [1990] Summer Sask. Labour Rep. 57.

Appropriate bargaining unit - Independent contractor generally accepted tests: control over how work performed; chance for profit and loss; own tools and equipment; carrying on business on own behalf - Corollary to contracting out is finding that students were independent contractors (D.B.) p. 1018; LRB File No. 125-86.

Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.

Appropriate bargaining unit - Independent contractor need not be excluded from scope of unit - Board policy is to specifically include persons designated as employees pursuant to s. 2(f)(iii) of *The Trade Union Act*. (D.B.) p. 1484; LRB File No. 246-88.

Bosco Homes Inc, S.G.E.U., [1989] Spring Sask. Labour Rep. 84.

Appropriate bargaining unit - Managerial exclusion - Accountant, payroll co-ordinator - Board deciding that accountant should be excluded from bargaining unit but not payroll co-ordinator. (B.B.) p. 1266; LRB File No. 058-94.

Regina Exhitioll Association Ltd., S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 89.

BARGAINING UNIT — continuL

Appropriate bargaining unit - Managerial exclusion - Board discusses general principles and individual factors used to identify management - Primary responsibility does not require employee to spend majority of time exercising those responsibilities. (D.B.) p. 44; LRB File No. 437-82.

Saskatchewan Housing Corporation, S.G.E.U., [1983] July Sask. Labour Rep. 34.

Appropriate bargaining unit - Managerial exclusion - Board reviews general principles - Factors considered include power to hire, fire, discipline, promote, demote, evaluate, administer collective agreement and grievances, direct work force and degree of independent discretion - Size of department is not relevant - Managerial functions may be primary responsibility notwithstanding they occupy relatively small part of time. (N.S.) p. 364; LRB File No. 085-80.

Westfair Foods Ltd. (Supervillu), U.F.C.W., [1981] Feb. Sask. Labour Rep. 66.

Appropriate bargaining unit - Managerial exclusion - Computer operations head - Duties include hiring, evaluation, scheduling, discipline, independence in expenditure of funds and computer systems which will affect staff levels - Provisional exclusion order is confirmed. (B.B.) p. 470; LRB File No. 250-92.

Regina Public Library Board, C.U.P.E., Local 1594. [1993] 1st Quarter Sask. Labour Rep. 276.

Appropriate bargaining unit - Managerial exclusion - Conflict of interest test - Buyer-storekeeper is not management - Authority and functions do not create conflict with his interests as member of bargaining unit - Duties do not affect economic lives of bargaining unit. (D.B.) p. 135; LRB File No. 108-88.

Molson Saskatchewan Brewery Ltd., U.F.C.W., Local 318, [1988] Fall Sask. Labour Rep. 95.

Appropriate bargaining unit - Managerial exclusion - Construction manager who worked independently with substantial responsibility and discretion in business operations, but whose responsibilities were not in conflict with his responsibilities as member of union, is included - Independent discretion in area of creation of policy calls for exclusion from unit (N.S.) p. 400; LRB File No. 111-81.

Yorkton Co-operative Association, S.J.B.R.W.D.S.U., [1981] Sept. Sask. Labour Rep. 49.

Appropriate bargaining unit - Managerial exclusion - Discussion of general principles - integral part of management - Fundamental right of employees to belong to union - Mere supervisory duties are insufficient to warrant exclusion. (D.B.) p. 399; LRB File No. 089-84.

University Hospital, S.U.N., [1984] Nov, Sask. Labour Rep. 31.

Appropriate bargaining unit - Managerial exclusion - Exercising managerial authority over employees in different bargaining unit from one it currently belongs to does not alter fact that position is managerial and must be excluded from bargaining units. (D.B.) p. 1526; LRB File No. 292-88.

Central Bune Union Hospital, S.U.N., [1989] Summer Sask. Labour Rep. 40.

Appropriate bargaining unit - Managerial exclusion - Exercising managerial authority over employees who belong to different bargaining unit than one to which manager belongs does not alter fact that position is managerial and must be excluded from bargaining unit. (J.H./D.B.) p. 1536; LRB File No. 283-88.

St. Paul's Hospital, S.U.N., [1989] Summer Sask. Labour Rep. 46.

BARGAINING UNIT — continued

- Appropriate bargaining unit - Managerial exclusion - Facility planner - Board deciding that facility planner should be within scope of bargaining unit. (B.B.) p. 1156; LRB File No. 263-93.
Regina District Health Board (Regina General Hospital), C.U.P.E., Local 176, [1994] 1st Quarter Sask. Labour Rep. 232.
- Appropriate bargaining unit - Managerial exclusion - Firefighters - Review of principles and authorities - Board decides status of assistant chief, research/safety technician, director of training, fire marshal & manager of special projects. (B.B.) p. 1269; LRB File Nos. 255-93 & 268-93.
City of Regina, Regina Professional Fire Fighters Association, Local No. 181, [1994] 2nd Quarter Sask. Labour Rep. 73.
- Appropriate bargaining unit- Managerial exclusion- Foremen who primarily work in their trades and perform minor managerial functions are not excluded from all-employee bargaining unit. (C.P.); LRB File No. 303-73.
Moose Jaw Times Herald, Moose Jaw Typographical Union, Local 627, [1975] Mar. Sask. Labour Rep. 52.
- Appropriate bargaining unit - Managerial exclusion - General principles - Board considers whether inclusion would be incompatible with union membership - Mere supervisory authority is insufficient to warrant exclusion. (D.B.) p. 503; LRB File No. 378-84.
SL Joseph's Hospital & Foyer D'Youville, S.U.N. and Sisters of Charity of Montreal (Grey Nuns), [1985] Apr. Sask. Labour Rep. 46.
- Appropriate bargaining unit - Managerial exclusion - General principles considered include employee's ability to fundamentally effect economic lives, conflict of duty and true community of interest. (D.B.) p. 382; LRB File No. 083-84.
Liquor Board of Saskatchewan, S.G.E.U., [1984] Nov. Sask. Labour Rep. 38.
- Appropriate bargaining unit - Managerial exclusion - Group home supervisors and support workers in group home for handicapped who have considerable autonomy in performance of work and access to confidential client information, and who are responsible to supervise and train students, but who have no managerial authority over other employees, are not excluded. (B.B.) p. 590; LRB File No. 112-93.
Parkland Society for Aid to the Mentally Handicapped, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 147.
- Appropriate bargaining unit - Managerial exclusion - If person is integral part of management's bargaining team, exclusion is justified. (N.S.) p. 407; LRB File Nos. 446-81 & 511-81.
Saskatoon Credit Union Ltd., U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41.
- Appropriate bargaining unit - Managerial exclusion - Individuals who make serious recommendations which regularly and significantly impact upon employment situation or security of fellow employees are not employees. (D.B.) p. 1824; LRB File No. 219-88.
Kindersley Senior Care inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.
- Appropriate bargaining unit - Managerial exclusion - Infection control nurse is integral part of management. (D.B.) p. 751; LRB File No. 199-85.
Victoria Union Hospital, S.U.N., [1986] Apr. Sask. Labour Rep. 49.

BARGAINING UNIT — continue

Appropriate bargaining unit - Managerial exclusion - Integral part of management - Board considers whether inclusion in bargaining unit would be incompatible with collective bargaining. (D.B.) p. 407; LRB File No. 072-84.

Wapiti Regional Library Board, C.U.P.E., Local 1788, [1984] Nov. Sask. Labour Rep. 48.

Appropriate bargaining unit - Managerial exclusion - Integral part of management - Conflict of interest - Duties and responsibilities clearly cause them to be necessary component of management - Duties may include first line authority, significant participation in planning and formulation of policy, independent decision-making authority in matters affecting economic lives of employees - If person has tangible and significant role to play in managing work or workforce such that their inclusion in bargaining unit is incompatible with performance of duties, Board will exclude position. (D.B.) p. 184; LRB File No. 2J9-88.

Kindersley Senior Care Inc., U.N., [1989] Winter Sask. Labour Rep. 47.

Appropriate bargaining unit - Managerial exclusion - Integral part of management - Family relationship to owner and owner does not in itself make employee integral part of management. (D.B.) p. 1478; LRB File No. 229-88.

Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1989] Spring Sask. Labour Rep. 79.

Appropriate bargaining unit - Managerial exclusion - Integral part of management - Highly skilled, highly paid technical employee who co-ordinates, directs and supervises subordinate and who has some minor advisory function, does not have responsibilities that create kind of conflict requiring exclusion. (D.B.) p. 1497; LRB File No. 271-88.

Regina General Hospital, C.U.P.E., Local 176, [1989] Spring Sask. Labour Rep. 94.

Appropriate bargaining unit - Managerial exclusion - Integral part of management - Sous chef, who has very close working relationship with management and who exercises some managerial authority, is excluded. (J.H./O3.) p. 1475; LRB File Nos. 155-88, 156-88 & 157-88.

Remai Investment Company Ltd., H.E.R.E., Local 767, [1989] Spring Sask. Labour Rep. 77.

Appropriate bargaining unit - Managerial exclusion - Integral part of management - When employees have such tangible and significant role to play in managing employer's work that inclusion in unit is incompatible with effective performance of their duties, Board will exclude them. (J.H./D.B.) p. 918; LRB File No. 087-86.

Household Trust Company, U.F.C.W., Local 1400, [1987] Mar. Sask. Labour Rep. 29.

Appropriate bargaining unit - Managerial exclusion - Internal auditor - Board sets forth number of factors that distinguish management. (D.B.) p. 1; LRB File No. 202-81.

University of Regina, Administrative Personnel Group at University of Regina, [1983] Apr. Sask. Labour Rep. 61.

Appropriate bargaining unit - Managerial exclusion - Labour relations consultant employed by Association to provide managerial services to members of Association, but who provides no managerial services to his own employer, is not excluded - Dissent by Chair. (J.H./B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Health-Care Association, Insurance Office and Professional Employees' Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137.

Appropriate bargaining unit - Managerial exclusion - Lead-hand - Whether employee initiating rescission application exercises managerial authority - Board deciding employee is not performing managerial functions. (B.B.) p. 1253; LRB File No. 276-93.

Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 2nd Quarter Sask. Labour Rep. 61.

BARGAINING UNIT — continued

Appropriate bargaining unit - Managerial exclusion - Lead-bd who supervises, does inventory and record keeping, but who has no authority to hire, fire or discipline is found to be employee w-ithin meaning of *The Trade Union Act*. (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co. ·Canada, A Division of Harsco Canada Ltd., U.B.C.J.A., Local 1985, [1993] 3rd Quarter Sask. Labour Rep. 98.

Appropriate bargaining unit - Managerial exclusion - Management team concept - Professional distinguished from managerial - Professionals must have managerial responsibility in sense of authority to affect terms of employment of other employees - High degree of professional independence and authority on matters of professional nature is not sufficient. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Appropriate bargaining unit -Managerial exclusion - Management team concept discussed. (D.B.) p. 1298; LRB File No. 228-87.

Parkridge Centre, S.U.N., [1988] Fall Sask. Labour Rep. 58.

Appropriate bargaining unit - Managerial exclusion - Managerial authority means authority to make decisions on routine and regular basis that affect lives of subordinate employees - Minor admonitory and supervisory authority coupled with occasional managerial authority is not sufficient. (J.H./R.H.) p. 118; LRB FileNo. 234-89.

Battlefords Union Hospital, Providence HospitaYorkton Union Hospital, Victoria Union Hospital, Swift Current Union Hospital and S.U.N., [1990] Summer Sask. Labour Rep. 111.

Appropriate bargaining unit - Managerial exclusion - Managerial duties must be primary function - Is not sufficient to show that there is managerial aspect - Where managerial and non-managerial duties are combined into single position, managerial duties must be primary. (J.H./B.B.) p. 826; LRB File No. 175-93.

LifeLine Ambulance Services Ltd., S.E.I.U., Local 299, [1993] 3rd Quarter Sask. Labour Rep. 182.

Appropriate bargaining unit -Managerial exclusion -Managers -No authority in *The Trade Union Act* to extend benefits of coUective bargaining to managers. (J.H./R.H.) p. 118; LRB File Nos. 234-89, 235-89, 236-89, 245-89 & 246-89.

Battlefords Union Hospital, Providence Hospital, Yorkton Union Hospital, Victoria Union Hospital, Swift Current Union Hospital and S.U.N., [J990] Summer Sask. Labour Rep. 111.

Appropriate bargaining unit - Managerial exclusion - Managers - Separate bargaining unit for management is rejected as incompatible with rationale for management exclusions. (J.H./B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Hea/th-Care Association, Saskatchewan Insurance Office and Professional Employees- Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137.

Appropriate bargaining unit - Managerial exclusion - Mere identification by employees of person as management is not sufficient to create management status. (N.S.) p. 388; LRB File No. 247-80.

Saskatoon City Hospital, S.U.N., [1981] Sept. Sask. Labour Rep. 52.

Appropriate bargaining unit - Managerial exclusion - Minor managerial functions that are not primary functions do not create conflict between perfo ance of duties and membership in union. (N.S.) p. 459; LRB File No. 037-81.

Liquor Board of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 64.

BARGAINING UNIT — continued

Appropriate bargaining unit - Managerial exclusion - Nurse-senior counsellor at detox centre and senior counsellor of in-patient program are not management. (B.B.) p. 682; LRB file No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Appropriate bargaining unit - Managerial exclusion - Nurses - Indicia of management must include independence and discretion - meeting management's objectives, ability to set and alter policy, and must genuinely influence decision making - Supplying information or input is not sufficient. (D.B.) p. 1298; LRB File No. 228-87.

Parkridge Centre, S.U.N., [1988] Fall Sask. Labour Rep. 58.

Appropriate bargaining unit - Managerial exclusion - Nurses - Integral part of management is discussed - Are functions such that inclusion in unit creates conflict of interest - Direction, supervision and minor administrative functions need not create conflict. (D.B.) p. 1298; LRB File No. 228-87.

Parkridge Centre, S.U.N., [1988] Fall Sask. Labour Rep. 58.

Appropriate bargaining unit - Managerial exclusion - Nurses - Manager of palliative care is excluded as position combines administrative, professional and managerial duties. (J.H./R.H.) p. 5; LRB File No. 165-89.

Saskatoon City Hospital, S.U.N., [1990] Spring Sask. Labour Rep. 58.

Appropriate bargaining unit - Managerial exclusion - Nursing unit managers - Primary responsibility is to provide traditional hands on nursing care - Spending some time carrying out managerial functions does not justify exclusion. (D.B.) p. 1824; LRB File No. 219-88.

Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.

Appropriate bargaining unit - Managerial exclusion - Office, sales and supervisory staff - Board deciding that majority of office, sales and supervisory positions should be included in bargaining unit. (B.B.) p. 1189; LRB file No. 281-93.

PADC Holdings Inc. operating as Prince Albert Inn, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 25.

Appropriate bargaining unit - Managerial exclusion - Person is integral part of management notwithstanding fact that, on occasion, he works with tools. (D.B.) p. 267; LRB file No. 445-83.

Hagblom Construction (1974) Ltd., I.U.B.A.C., Local 3, (1984) June Sask. Labour Rep. 42.

Appropriate bargaining unit - Managerial exclusion - Person must actually exercise managerial functions - Mere authority to carry out managerial functions is insufficient - Deferring actual exercise to superior is not actually exercising authority. (D.B.) p. 457; LRB File No. 224-83.

MacDonalds Consolidated Ltd., S.J.B.R.W.D.S.U., [1985] Mar. Sask. Labour Rep. 32.

Appropriate bargaining unit - Managerial exclusion - Person must be in conflict between performance of his or her duties and membership in union - Independent discretion in creation or influence of policy creates such conflict. (N.S.) p. 407; LRB File Nos. 446-81 & 511-81.

Saskatoon Credit Union Ltd. U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41.

Appropriate bargaining unit - Managerial exclusion - Person receiving higher wages is not necessarily management. (D.B.) p. 1478; LRB File No. 229-88.

Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1989] Spring Sask. Labour Rep. 79.

BARGAINING UNIT — continued

Appropriate bargaining unit - Managerial exclusion - Person who is integral part of management is distinguishable from employees who only co-ordinate, direct, supervise or carry out minor administrative functions - Is no conflict between employee's duties and interests as member of bargaining unit. (D.B.) p. 1824; LRB File No. 219-88.
Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.

Appropriate bargaining unit - Managerial exclusion - Primary responsibility - Board rejects simple quantitative test based on percentages although that is relevant factor - Test is whether there is true opportunity to exercise managerial authority and whether it is routinely exercised by position. (J.H./R.H.) p. 486; LRB File No. 143-91.
Remai Investment Co. Ltd., S.J.B.R.W.D.S.U., [1991] 4th Quarter Sask. Labour Rep. 56.

Appropriate bargaining unit - Managerial exclusion - Primary responsibility - Simple quantitative test is rejected although quantitative measurements are not irrelevant - Managerial duties must be routine and regular - Occasional managers who are rank and file employees most of time are not excluded. (J.H./R.H.) p. 1J8LRB File Nos. 234-89, 235-89, 236-89, 245-89 & 246-89.
Bat/efords Union Hospital, Providence Hospital, Yorkton Union Hospital, Victoria Union Hospital, Swift Current Union Hospital and S.U.N., [1990] Summer Sask. Labour Rep. 111.

Appropriate bargaining unit - Managerial exclusion - Team management - Collegial decision-making - Limitations and application are considered by Board. (J.H./B.B.) p. 310; LRB File No. 049-92.
Saskatchewan Health-Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137.

Appropriate bargaining unit - Managerial exclusion - Vacant position - Exclusion is refused as managerial duties are not identified with clarity and certainty. (J.H./R.H.) p. 465; LRB File No. 206-91.
Estevan Home Care District #9 Inc., S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54.

Appropriate bargaining unit - Managerial exclusion - Where employer seeks exclusion of new position from all-employee unit, onus is on employer. (D.B.) p. 97; LRB File No. 017-83.
City of Regina, City Firefighters' Union, Local 181, [1984] Jan. Sask. Labour Rep. 37.

Appropriate bargaining unit - Parts person/inside salesperson - Whether parts person/inside salesperson should be excluded from "shop" bargaining unit - Board decided to exclude position. (B.B.) 1704; LRB File No. 188-94.
Certified Rentals, A Division of Enserv Corporation, I.U.O.E., Local 870, [1994] 4th Quarter Sask. Labour Rep. 73.

Appropriate bargaining unit - Professional employees - Professional and technical employees at community clinic are not appropriate unit - Board considered absence of province-wide bargaining; tag end nature of units; multiplicity of units in small enterprise; long term industrial disruption; administrative inefficiency and inconvenience; community of interest; need to facilitate collective bargaining; and inefficiency in bargaining. (D.B.) p. 1035; LRB File No. 008-86.
Co-operative Health Centre (Prince Albert Community Clinic), H.S.A.S., [1987] Apr. Sask. Labour Rep. 45.

BARGAINING UNIT — continued

Appropriate bargaining unit - Professional employees - Board generally refuses to segregate professionals or other groups into separate units because multiplicity of bargaining units does not foster industrial stability or effective collective bargaining. (D.B.) p. 648; LRB File No. 063-85.

Quill Plains Centennial Lodge, S.U.N., [1985] Dec. Sask. Labour Rep. 64.

Appropriate bargaining unit - Professional employees - Board has general policy against segregation of employees except for nurses. Standard nurse unit is described. (D.B.) p. 183; LRB File No. 257-83.

Gull Lake Union Hospital, S.U.N. [1984] Feb. Sask. Labour Rep. 48.

Appropriate bargaining unit - Professional employees - Board has policy against fragmentation and carve outs. (D.B.) p. 513; LRB File Nos. 413-84 & 414-84.

Plains Health Centre, H.S.A. and C.U.P.E., Local 1838, [1985] May Sask. Labour Rep. 38.

Appropriate bargaining unit - Professional employees - Distinction between professional and managerial and integral part of management is discussed. (D.B.) p. 1298; LRB File No. 228-87.

Parkridge Centre, S.U.N., [1988] Fall Sask. Labour Rep. 58.

Appropriate bargaining unit - Professional employees - Health care - Unit of paramedical professional employees at one facility are appropriate unit - Recreational therapists are not included in unit. (B.B.) p. 1163; LRB File No. 015-94.

Saskatoon District Health Board at Parkridge Centre, S.E.I.U., Local 333, [1994] 1st Quarter Sask. Labour Rep. 238.

Appropriate bargaining unit - Professional employees - Hospitals - Carve out of all degreed paramedical professional employees from all-employee unit is allowed - Proposed unit covered all paramedical professional classifications with strong community of interest and history of bargaining in that hospital and in others. (D.B.) p. 1040; LRB File No. 421-85.

The Plains Health Centre, S.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.

Appropriate bargaining unit - Professional employees - Nurses - Board has policy of not segregating professional employees from bargaining unit except for nurses in health care field - Nurses generally constitute appropriate unit - Nurses may form occupational or craft unit in industrial setting. (D.B.) p. 648; LRB File No. 063-85.

Quill Plains Centennial Lodge, S.U.N., [1985] Dec. Sask. Labour Rep. 64.

Appropriate bargaining unit - Professional employees - Nurses - Nurses in special care homes - Principles applied in health care field are inapplicable as no province-wide bargaining exists - Nurses are not appropriate unit. (D.B.) p. 648; LRB File No. 063-85.

Quill Plains Centennial Lodge, S.U.N., [1985] Dec. Sask. Labour Rep. 64.

Appropriate bargaining unit - Professional employees - Nurses - Two separate nursing homes, 25 duplex and 29 bachelor units operated in close proximity by same employer, constitute appropriate unit - Board favors larger units. (D.B.) p. 1588; LRB File No. 277-88.

Assiniboia Pioneer Lodge Inc., S.U.N., [1989] Summer Sask. Labour Rep. 82.

BARGAINING UNIT — continued

Appropriate bargaining unit - Professional employees - Nurses - Whether central assessors for home care district are employed and functioning as nurses - Application of nursing skills and knowledge is not primary focus. (J.H./D.B.) p. 1295; LRB File No. 166-87.

Home Care Saskatoon District #45 Inc., S.G.E.U. and S.U.N., [1988] Fall Sask. Labour Rep. 50.

Appropriate bargaining unit - Professional employees - Paramedical professional - Whether unit of unorganized paramedical professional employees at one facility is appropriate - Board decides unit is appropriate -Recreational therapists are not included in unit. (B.B.) p. 1700; LRB File No. 015-94.

Saskatoon District Health Board at Parkridge Centre, H.S.A.S. and S.E.I.U., Local 333, [1994] 4th Quarter Sask. Labour Rep. 69.

Appropriate bargaining unit - Professional employees - Paramedical professional and technical employees - Whether carve out of paramedical professional and technical employees should be permitted - Board reviews authorities and principles - Board decides that proposed unit is not as appropriate as existing unit. (B.B.) p. 1735; LRB File No. 265-93.

Wascana Rehabilitation Centre, H.S.A.S. and S.G.E.U. [1994] 4th Quarter Sask. Labour Rep. 100.

Appropriate bargaining unit - Professional employees - Paramedical technical employees - Whether carve out of paramedical technical employees should be permitted - Board reviews principles and authorities- Board decides that proposed unit is not as appropriate as existing unit. (B.B.) p. 1196; LRB File No. 292-91.

St. Paul's Hospital, H.S.A.S. and S.E.I.U., Local 333, (1994) 1st Quarter Sask. Labour Rep. 269.

Appropriate bargaining unit - Professional employees - Professional functions are distinguished from managerial functions. (J.H./B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Health-Care Association, Saskatchewan Insurance Office and Professional Employees Union, Local 1397. [1993] 1st Quarter Sask. Labour Rep. 137.

Appropriate bargaining unit - Retail industry - Individual stores and larger groupings have each been accepted as appropriate. (B.B.) p. 533; LRB File No. 099-93.

Pineland Co-operative Association Ud., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 97.

Appropriate bargaining unit - Scope - Whether employees of uncertified business are within scope of bargaining unit where certified employer acquires uncertified business - Board decides employees are not in scope of unit described in certification order. (B.B.) p. 1824; LRB File No. 089-94.

Inner-Tee Security Consultants Ltd., Argus Guard and Patrol Ltd., U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 183.

Appropriate bargaining unit - Seasonal/part-time employees - Whether seasonal employees should be excluded from bargaining unit - Board deciding seasonal public works employees should not be excluded. (B.B.) p. 1287; LRB File No. 038-94.

Town of Moosomin, C.U.P.E., Local 13737, (1994) 2nd Quarter Sask. Labour Rep. 92.

BARGAINING UNIT — continued

Appropriate bargaining unit - Security guards - Board considered possible conflict between performance of duties as security guards and union membership especially in event of strike - Possible, as opposed to actual, conflict is insufficient to warrant fragmentation. (N.S.) p. 194; LRB File No. 289-78.

University of Saskatchewan. (unreported).

Appropriate bargaining unit - Security guards - Board considered potential conflict between duties to employer and union membership - Potential conflict is not sufficient to exclude or grant separate unit - Actual conflict may justify exclusion or separate unit. (N.S.) p. 462; LRB File No. 453-81.

Crescent Leaseholds Ltd., S.E.I.U., Local 333, [1982] Apr. Sask. Labour Rep. 42.

Appropriate bargaining unit - Security guards - Whether security staff should be excluded from bargaining unit on grounds of possible conflict of interest - Board deciding that security staff should be included in unit. (B.B.) p. 1180; LRB File No. 281-93.

PADC Holdings Inc. operating as Prince Albert Inn, U.F.C.W., Local 1400. [1994] 1st Quarter Sask. Labour Rep. 254.

Appropriate bargaining unit - Stage and production employees - Application to expand stage bargaining unit to bring in small portion of large group of unorganized employees is granted - Board required to reconcile public interest in orderly, efficient collective bargaining and employee access to collective bargaining - Board found proposed unit viable - Board took into account fact that enlarging unit would not increase number of bargaining units and that remainder of unorganized employees would not be rendered inappropriate as unit. (J.H./B.B.) p. 61; LRB File No. 126-92.

Saskatchewan Centre of the Arts, I.A.T.S.E., [1992] 3rd Quarter Sask. Labour Rep. 127.

Appropriate bargaining unit - Teachers - *The Education Act* and *The Teachers Federation Act* constitute Code covering teachers - Labour Relations Board has no jurisdiction. (D.B.) p. 900; LRB File No. 012-86.

Leader School Division #24, Saskatchewan Teachers' Federation and Johnson, (1986) Sept. Sask. Labour Rep. 66.

Appropriate bargaining unit - Transfer of obligation - Where employer transfers part of business to another facility certified with separate union, Board is reluctant to create second bargaining unit for employees doing indistinguishable work at same facility. (B.B.) p. 260; LRB File Nos. 096-92, 232-92 & 233-92.

Westfair Foods Ltd., S.J.B.Jt.W.D.S.U., Local 454 and U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 102.

Build-up principle - Majority support is determined by employee complement at date certification is filed even though employee complement is substantially less than full strength. (D.B.), LRB File No. 381-84.

Rill Food Services, (unreported); upheld on review, [1985] May Sask. Labour Rep. 29 (Q.B.).

Build-up principle - Principle is rarely applied in construction industry. (D.B.) p. 16; LRB File No. 106-83.

K.A.C.R. (A Joint Venture), I.U.O.E., Local 870, [1983] Sept. Sask. Labour Rep. 37.

Consolidation - see Bargaining Unit - Amalgamation

BARGAINING UNIT — continued

- Industry -Health care - "All-employee" bargaining units - Allocation of new positions - Whether union represents true "all-employee" units - Board deciding incumbents should be allocated according to facility at which they spend majority of their time. (B.B.) p. 1833; LRB File No. 158-94, *Southwest District Health Board, S.E.I.U., Local336*, [1994] 4th Quarter Sask. Labour Rep. 19L
- Industry - Health care - Hospitals - Bargaining structure - Three units are certified in four of province's largest hospitals: industrial and service unit; nursing unit; and paramedical professional unit - Board will continue to deal with hospitals and health care institutions on case by case basis - Board has no intention to create rigid standard units - Board reviews structure in other provinces. (D.B.) p. 1040; LRB File No. 421-85.
The Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.
- Industry - Health Care - Hospitals - Bargaining structure - Whether standard bargaining units should be established in health care industry - Board deciding that such units should not be established. (B.B.), p. 1685, LRB File No. 266-93.
Saskatoon Distrid Health Board at Saskatoon City Hospital, H.S.A.S. and S.E.I.U., Local 333, [1994] 4th Quarter Sask. Labour Rep. 56.
- Industry - Health care - Nurses - Coordinator staff development - Person is not employed and functioning as nurse - Concept of nursing is directly related to patient care - Most nurses are engaged in providing care to patients directly or in supervisory or management positions related to delivering of patient care. (J.I.) p. 426; LRB File No. 577-81.
University Hospital, S.U.N., [1982] May Sask. Labour Rep. 58.
- Industry - Health care -Nurses - Infection control coordinator - Person is not employed and functioning as nurse- Position could be filled by non-nurses and duties extend beyond nursing staff. (N.S.) p. 388; LRB File No. 247-80.
Saskatoon City Hospital, S.U.N., [1981] Sept. Sask. Labour Rep. 52,
- Industry - Health care - Nurses - Must be good and compelling reasons to find that employee is not entitled to join union. (D.B.) p. 1298; LRB File No. 228-87.
Parkridge Centre, S.U.N., (1988] Fall Sask. Labour Rep. 58.
- Industry - Health care - Paramedical professional and technical employees - Whether carve out of paramedical professional and technical employees should be permitted - Board reviewed authorities and principles and decided that proposed unit was not as appropriate as existing unit. (B.B.) p. 1735; LRB File No. 265-93.
Wascana Rehabilitation Centre, H.S.A.S. and S.G.E.U. (1994] 4th Quarter Sask. Labour Rep. 100.
- Industry - Health care - Paramedical technical employees - Whether carve out of paramedical technical employees should be pennitted - Board reviewed principles and authorities and decided that proposed unit was not as appropriate as existing unit. (B.B.) p. 1196. LRB File No, 292-91.
St. Paul's Hospital, H.S.A.S. and S.E.I.U., Local 333, [1994] 1st Quarter Sask. Labour Rep. 269.

BARGAINING UNIT — continued

Industry - Health care - Paramedical professional employees - Whether unit of unorganized paramedical professional employees at one facility is appropriate - Board deciding unit is appropriate - Recreational therapists are not included in unit. (B.B.) p. 1700; LRB File No. 015-94.

Saskatoon District Health Board at Parkridge Centre, H.S.A.S. and S.E.I.U., Local 333, [J994] 4th Quarter Sask. Labour Rep. 69.

Industry - Health care - Technical employees were divided between three bargaining units and two unions at major acute-care hospital - Application by one union to consolidate technical employees into its bargaining unit - Vote is ordered when Board is satisfied, that regardless of outcome, resulting bargaining unit would be appropriate. (H./B.B.) p. 611; LRB File No. 210-90.

Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep. 167

Industry - Health care - Where two or more units are located in one undertaking and first is larger industrial unit and second small craft or special group unit, boundaries of smaller unit should be developed with restrictive frame of mind towards future expansion at expense of larger unit. (D.B.) p. 1040; LRB File No. 421-85.

The Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.

Industry - University - Research assistants at University are included in unit comprised of university employees even though assistants are paid by National Research Council. (N.S.) p. 88; LRB File No. 030-78.

University of Regina, (unreported).

Practice and procedure - Sections 2(1) and (g) of *The Trade Union Act* - Certification orders need not specifically indicate that persons have been found to be employees by operation of ss. 2(f) or (g) - To avoid future misunderstandings persons found to be employees by virtue of ss. 2(f) or (g) will be specifically designated in certification order. (N.S.) p. 90; LRB File No. 564-77.

The Board of the Parkland School Unit, No. 63, C.U.P.E., Local 832, (1978) June Sask. Labour Rep. 56.

Variance - Collective agreement - Bargaining units negotiated by parties that differ from certification order will be recognized by Board with two exceptions: first, if unit is not appropriate; and second, where unit violates employee's right to be represented by union - If employee is excluded from unit, Board could order that employee be returned to unit. (D.B.) p. 1217; LRB File No. 151-87.

Town of Shaunavon, S.E.J.U., Local 336, [1987] Dec. Sask. Labour Rep. 37.

Variance- Collective agreement- Board has policy to accept amendment of scope of certification order through collective bargaining process with three exceptions. (D.B.) p. 382; LRB File No. 083-84.

Liquor Board of Saskatchewan, S.G.E.U., [1984] Nov. Sask. Labour Rep. 38.

Variance - Collective agreement - Board has policy to honour changes to scope of certification order made through collective bargaining process subject to two limitations. (N.S.) p. 340; LRB File No. 256-80.

Saskatchewan Liquor Board S.G.E.A., [1981] May Sask. Labour Rep. 37.

BARGAINING UNIT — continued

Variance- Collective agreement- Scope of certification order may be changed by collective bargaining process. (N.S.) p. 215; LRB File No. 114-79.

Newbery Energy Ltd, C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.

Variance- Partial rescission -Carve outs -Refused as there must be compelling reasons to fragment successful bargaining units - Interests of dissident minority must be balanced against interest of whole - Board will not permit small groups to move from one unit to another or in and out of larger units. (D.B.) p. 962; LRB File No. 003-86.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Local 454, Macdonalds Consolidated Ltd. and Zypchyn, [1986] May Sask. Labour Rep. 61.

CERTIFICATION

Amendment - Addition of employees not contemplated by prior certification order - Board discusses principles that are applicable when deciding if addition of new employees simply triggers union security provision or if redefinition of bargaining unit is required. (B.B.) p. 391; LRB File No. 164-92.

Government of Saskatchewan, S.G.E.U., Canadian Association of Fire Bomber Pilots and Stockdale, [1993] 1st Quarter Sask. Labour Rep. 202; motion to quash dismissed [1994] 1st Quarter Sask. Labour Rep. 63 Application to C.A. dismissed April 22, 1994 (Oral Reasons): Leave to appeal to S.C.C, denied (Feb. 2, 1995).

Amendment - Addition of employees specifically excluded by certification order - Applications to amend order by including existing positions cannot be made under s.5(j) of *The Trade Union Act* as it does not clarify or deal with new position - Union must file during open period in s. 5(k). (D.B.) p. 1667; LRB File No. 112-89.

City of Regina, Regina Professional Fire Fighters Association, Local 181, [1989] Fall Sask. Labour Rep. 58.

Amendment - Addition of employees specifically excluded from certification order - Board must determine if new unit is appropriate and union must show majority support among employees in accretion - Is not sufficient to show majority support in overall unit. (J.H./B.B.) p. 658; LRB File No. 001-92.

Sunnyland Poultry Products Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 213.

Amendment- Addition of employees specifically excluded from certification order - Section 5fj) of *The Trade Union Act* is inapplicable - Application should be brought under s. 5(k) - Board must be satisfied new unit is appropriate and that unit has majority employee support among group of employees being added. (B.B.) p. 349 LRB File No. 236-92.

Wascana Rehabilitation Centre, S.G.E.U., (1993) 1st Quarter Sask. Labour Rep. 167.

Amendment - Addition of employees specifically excluded in certification order - Board must determine if amended unit is appropriate and if majority of employees in group being added support union -No presumption of majority where number of employees being added is small. (J.H./B.B.) p. 572 LRB File No. 295-91.

Shaunavon Union Hospital Board, S.E.I.U., Local 336, [1993] 2nd Quarter Sask. Labour Rep. 129.

CERTIFICATION — continued

- Amendment - Add-on to existing unit - Application treated as application for certification under ss. 5(a), (b) and (c) - Unit must be appropriate and union must prove majority support - Certification order can constitute evidence of bare majority support from old unit - Additional evidence of majority support - necessary from new employees. (N.S.); LRB File No. 535-81.
Prince Albert Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 496, [1982] May Sask. Labour Rep. 55; Affd (1983) Apr. Sask. Labour Rep. 53 (Sask. C.A).
- Amendment- Add-on to existing unit - Application under s. 5(k)(ii) of *The Trade Union Act* to amend certification order by adding new group of employees - Board treated certification order as prima facie evidence of support in original unit and only required applicant to show actual majority support among employees of add-on unit. (D.B.) p. 503; LRB File No. 378-84.
St. Joseph's Hospital & Family D'Youville, S.U.N., Sisters of Charity of Montreal (Grey Nuns), [1985] Apr. Sask. Labour Rep. 46.
- Amendment - Add-on to existing unit • Attempt to add one sub-classification of employees (lifeguards) out of larger classification (dent assistants) is rejected - Union must apply for all student assistants. (R.H.) p. 606; LRB File No. 311-91.
University of Saskatchewan C.U.P.E., Local 1975-04, [1992] 2nd Quarter Sask. Labour Rep. 83.
- Amendment - Add-on to existing unit - Casual and Sunday staff must be treated as application for certification- Must meet requirements of ss. 5(a), (b) and (c) of *The Trade Union Act*. (D.B.) p. 1482; LRB File No. 257-8f .
Saskatoon Public Library Board, C.U.P.E., Local 2269, [1989] Spring Sask. Labour Rep. 82.
- Amendment- Add-on to existing unit • Casual and Sunday staff- Unit found to be appropriate - Board assumes free collective bargaining will result in revised agreement that reflects new situation. (D.B.) p. 1482; LRB File No. Q57-88.
Saskatoon Public Library Board, C.U.P.E., Local 2269, [1989] Spring Sask. Labour Rep. 82.
- Amendment - Add-on to existing unit - Paramedical professional employees - Whether other categories of employees should be added to "degreed" unit - Board decides that standard bargaining units should not be established in health care industry. (B.B.) p. 1685; LRB File No. 266-93.
Saskatoon City Hospital, H.A.S. and S.E.I.U., Local 333, [1994] 4th Quarter Sask. Labour Rep. 56.
- Amendment- Add-on to existing unit- Union must apply within time limits in s. 5(k), show proposed unit is appropriate and that majority of employees in add-on group support union. (R.H.) p. 606; LRB File No. 311-91.
University of Saskatchewan, C.U.P.E., Local 1975-04, [1992] 2nd Quarter Sask. Labour Rep. 83.
- Amendment - Add-on to existing unit - Usual policy is that only employees employed on date application filed can participate in representation question - Exception is made when application to expand must be brought during open period and no one is employed during open period. (D.B.) p. 744; LRB File No. 070-85.
University of Saskatchewan University of Regina Faculty Association, [1986] Apr. Sask. Labour Rep. 34.

CERTIFICATION — continued

- Amendment - Add-on to existing unit - When significant group of employees is added to existing unit, Board requires evidence of majority support among add-on employees. (D.B.) p. 744; LRB File No. 070-85.
University of Saskatchewan, University of Regina Faculty Association, [1986] Apr. Sask. Labour Rep. 34.
- Amendment - Amendment or certification - Application is not in nature of certification if new employees fall within scope of original certification order - No evidence of support is required for such amendment (N.S.) p. 534; LRB File No. 332-82.
Sherwood Co-operative Association Ltd., (unreported).
- Amendment - Clarify and correct - Section 5(j) of *The Trade Union Act* - Amendment to geographic scope in certification order is requested because employer relocated business outside geographic scope in certification order - Application is not one to clarify or correct order - Existing order is clear and unambiguous - Application must be brought under s. 5(k) during applicable open period. (R.H.) p. 68; LRB File No. 263-89.
Westeel Products Ltd., U.S.W.A., Local 4235, [1990] Summer Sask. Labour Rep. 65.
- Amendment - Clarify and correct - Section 5(j) of *The Trade Union Act* - Application to add-on employees from another location is not application to clarify or correct - Section 5(j) is inapplicable - Section 5(k) applies. (D.B.) p. 659; LRB File No. 248-85.
Yorkton Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1985] Dec. Sask. Labour Rep. 60.
- Amendment - Clarify and correct - Section 5(j) of *The Trade Union Act* is not vehicle for making substantive amendments to bargaining unit - Jurisdiction under s. 5(j) is limited to preventing misunderstanding and correcting clerical or minor factual errors. (B.B.) p. 349; LRB File No. 236-92.
Wascana Rehabilitation Centre, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. J67.
- Amendment - Clarify and correct • Section 5(j) permits Board to remove ambiguities or errors so as to reflect true intention of original order or practical reality of bargaining relationship. (R.H.) p. 606; LRB File No. 31J-91,
University of Saskatchewan, C.U.P.E., Local 1975-04, [1992] 2nd Quarter Sask. Labour Rep. 83.
- Amendment - Collective agreement - Board has policy to honour changes to scope of certification order made through collective bargaining process except if unit inappropriate or employees object to being excluded from unit. (N.S.) p. 340; LRB File No. 256-80.
Saskatchewan Liquor Board, S.G.E.A., [1981] May Sask. Labour Rep. 37.
- Amendment - Collective agreement - Board will recognize bargaining units negotiated by parties that differ from certification order with two exceptions: first, if Board finds unit not to be appropriate; and second, where unit violates employee's right to be represented by union - If employee is excluded from unit, Board could order that employee be returned to unit. (D.B.) p. 1217LRB File No. 151-87.
Town of Shaunavon, S.E.L.U., Local 336, [1987] Dec. Sask. Labour Rep. 37.

CERTIFICATION — continued

- Amendment - Collective agreement - Board recognizes changes to scope of unit described in certification order arrived at by collective bargaining - Board will review and interpret scope clause of collective agreement to determine current scope of unit represented by union. (D.B.) p. 1018; LRB File Nos. 125-6, 126-86, 127-86 & 128-86.
Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.
- Amendment - Collective agreement - Managerial exclusions - Board will honour managerial exclusions negotiated by parties with two possible exceptions. (J.H./R.H.) p. 86; LRB File No. 276-88.
City of Regina, C.U.P.E., Local 21, [1990] Summer Sask. Labour Rep. 80.
- Amendment - Evidence - Amendment applications can not be used as method of appeal - Board requires evidence of material change in circumstances before it will amend previous order. (D.B.) p. 13; LRB File No. 45-82,
Government of Saskatchewan, S.G.E.U., [1983] Apr. Sask. Labour Rep. 67.
- Amendment - Evidence - Board is able to consider evidence from original hearing and is limited to evidence presented on amendment application. (N.S.) p. 125; LRB File No. 502-77.
Federated Co-operatives, S.J.B.R.W.D.S.U., Local 504, [1978] July Sask. Labour Rep. 45.
- Amendment - Evidence - Consent order - Material change must be shown even when order to be amended was not based on merits. (J.H.) p. 1585; LRB File No. 186-88.
Battlefords Regional Care Centre, C.U.P.E., Local 600, [1989] Summer Sask. Labour Rep. 80.
- Amendment - Evidence - Exclusion of in-scope position - Where position is in-scope as result of previous order or collective agreement, evidence of material change in duties is required. (J.H./R.H.) p. 86; LRB File No. 276-88.
City of Regina, C.U.P.E., Local 21, [1990] Summer Sask. Labour Rep. 80.
- Amendment - Evidence - Status of store managers was previously decided - Significant change in circumstances is required to warrant change in order - Amendment to *The Trade Union Act* may constitute significant change. (D.B.) p. 382; LRB File No. 083-84.
Liquor Board of Saskatchewan, S.G.E.U., [1984] Nov. Sask. Labour Rep. 38.
- Amendment - Evidence - Where position's relationship to bargaining unit has already been decided by Board or collective agreement, Board will refuse amendment that seeks to reverse position's status, unless material change is established. (R.H.) p. 468; LRB File Nos. 177-90, 178-90, 227-90, 228-90, 229-90, 036-91 & 088-91.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 480, 454 and 496, [1991] 4th Quarter Sask. Labour Rep. 43.
- Amendment - Exclusion of position previously determined to be part of bargaining unit - Newly assigned duties must be clearly identified, uniformly assigned and genuinely intended to be performed. (J.H./D.B.) p. 155; LRB File No. 186-88.
Battlefords Regional Care Centre, C.U.P.E., Local 600, [1989] Summer Sask. Labour Rep. 80.
- Amendment - Geographic - Where business is removed outside geographic scope in certification order, union can apply for amendment. (B.B.) p. 606; LRB File No. 120-93.
Burns Philp Food Ltd., U.F.C.W., Local 1400, [1993] 2nd Quarter Sask. Labour Rep. 162.

CERTIFICATION — continued

Amendment - New position- Application should be brought under s. 5(m) of *The Trade Union Act* or by unfair labour practice under s. 36. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd, S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

Amendment - New position - Clarify and correct - Section 5(j) of *The Trade Union Act* - Application to amend order to exclude new position - Board imposes preconditions before it will amend order on application under s. 5(j) made outside open period - Applications under s. 5(j) are preferable to indirect approach of alleging unfair labour practice under s. 11(1)(c). (D.B.) p. 73; LRB File No. 055-83.

Westfair Foods Ltd, S.J.B.R.W.D.S.U., Local 454, [1984] May Sask. Labour Rep. 50; Application for prohibition dismissed [1984] July Sask. Labour Rep. 31 (Sask. C.A.).

Amendment -New position - Clarify and correct- Section 5(j) of *The Trade Union Act* -When will Board assume jurisdiction under s. 5(j) to clarify and correct order to deal with newly created position. (D.B.) p. 115; LRB File No. 059-83.

Federated Co-operatives Ltd, S.J.B.R.W.D.S.U., Local 540, [1984] Oct. Sask. Labour Rep. 31.

Amendment - New position - Clarify and correct - Sections 5(j) and (m) of *The Trade Union Act* - Application under ss. 5(j) and (m) to exclude new unfilled position - Open period does not apply - Applicant must meet three conditions - Policy of Board to encourage applications during open period under s. 5(k) instead of applications under ss. 5(j) and (m) - Applications under ss. 5(j), (m) and (k) compared. (D.B.) p. 94; LRB File No. 336-83.

Regina General Hospital, H.S.A.S., [1984] Mar. Sask. Labour Rep. 33.

Amendment - New position - Confidential capacity found where person is responsible for providing all clerical services required in connection with employer's industrial relations even though duties do not occupy majority of time. (J.H./D.B.) p. 1467; LRB File No. 067-88.

Royal Canadian Legion Regina (Sask.) No.1 Branch, S.J.B.R.W.D.S.U., Local 454, [1989] Spring Sask. Labour Rep. 56.

Amendment - New position - Multiple bargaining *units* - New position is not automatically awarded to one unit based on wording of its certification order - Board must determine which unit is appropriate for new position. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91.

St. Paul's Hospital, S.E.I.U., Local 333, [1991] 2nd Quarter Sask. Labour Rep. 78.

Amendment -New position - Onus is on employer - Application under s. 5(j) is an alternative to s. 11(1)(c). (N.S.) p. 407; LRB File Nos. 446-81 & 511-81.

Saskatoon Credit Union Ltd., U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41

Amendment - New position - Section 5(k)(i) applies even though no collective agreement exists for new employees. (N.S.) p. 141; LRB File No. 180-78.

Liquor Board of Saskatchewan, S.G.E.A., [1979] Jan. Sask. Labour Rep. 33.

Amendment - New position - Section 5(m) permits determination before position is filled - Two safeguards exist for union: first, union has right to grieve if creation or assignment of duties violates collective agreement; and second, Board's order is provisional and union can seek review, at which time onus remains on employer. (B.B.) p. 981; LRB File No. 142-93.

Nipawin & District Services to the Handicapped Inc., C.U.P.E., Local 3370, [1993] 4th Quarter Sask. Labour Rep. 196.

CERTIFICATION — continued

Amendment - New position - Status while exclusion application is pending - Position remains in bargaining unit until excluded by Board or by agreement of parties - Board will expedite hearing when necessary. (R.Hb p. 453; LRB File Nos. 199-90 & 234-90.

Wascana Rehabilitation Centre, S.G.E.U., [1991] 3rd Quarter Sask. Labour Rep. 56.

Amendment - New position - Status while exclusion application is pending - Where union is certified for all-employee unit, new position remains part of bargaining unit while application is pending and until Board orders exclusism - Board will expedite hearing when necessary. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91.

St. Paul's Hospital, S.E.I.U.. Local333, [1991] 2nd Quarter Sask. Labour Rep. 78.

Amendment - New position - Two competing unions - Employer has status to bring application to Board for determination of proper bargaining unit. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91.

St. Paul's Hospital, S.E.I.U.. Local 333, [1991] 2nd Quarter Sask. Labour Rep. 78.

Amendment- Open period- Section 5(k) of *The Trade Union Act*- Section 33(1) alters expiry date of agreement but not effective date. (D.B.) p. 181; LRB File No. 322-83.

Westco Storage Ltd., (unreported).

Amendment - Open period is calculated from date of order or collective agreement in unit to which affected employees presently belong, not date of order or agreement applying to union which seeks to include employees in its bargaining unit. (B.B.) p. 1673; LRB File No. 272-93.

Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333UH, [1994] 4th Quarter Sask. Labour Rep. 63.

Amendment - Open period is calculated from date of original order, not from date of amendment to original order. (D.B.) p. 926; (RB File No. 003-86.

Canada Safeway Ltd., SJ.B.R.W.D.S.U., Local 454, MacDonalds Consolidated Ltd. and Zypchyn, [1986] May Sask. Labour Rep. 61.

Amendment - Partial rescission is refused - Union must demonstrate compelling reasons to fragment successful bargaining units - Interests of dissident minority must be balanced against interest of whole - Board will not permit small groups to move from one unit to another or in and out of larger units. (D.B.) p. 787; LRB File No. 003-86.

Canada Safeway Ltd., SJ B.R.W.D.S.U., MacDonalds Consolidated Ltd. and Zypchyn, [1986] Nov. Sask. Labour Rep. 45.

Amendment - Practice and procedure • Appeals - Board will not allow amendment process to be used as appeal - Must be material change in circumstances. (D.B.) p. 799; LRB File No. 334-85.

Tri-U Ltd.-Tricil Limitee, Chauffeurs, Teamsters and Helpers Union, Local 395, [1986] May Sask. Labour Rep. 48.

Amendment - Practice and procedure • Reclassified position - In all-employee unit onus is on employer to prove new position is out-of-scope - Proper procedure is to apply to amend certification order - Unfair labour practice is not proper procedure. (N.S.) p. 184; LRB File No. 192-78.

C.L.C. Local/481, S.G.E.U., (unreported).

Amendment - Raid - Carve out craft unit - As long as certification order is valid and subsisting and has not been quashed or abandoned, it is conclusive and cannot be attacked in collateral proceedings. (D.B.) p. 479; LRB File No. 435-84.

Monad Co,tractors Ltd., I.B.W., Local 2038, [1985] Apr. Sask. Labour Rep. 49.

CERTIFICATION- continued

- Amendment -**Raid**- Carve out from existing unit must be made during open period in s. 5(k) of *The Trade Union Act*- Union cannot apply under s. 24. (D.B.) p. 767; LRB File No. 415-85.
City of Regina, C.U.P.E., Local 7 and Regina Civic Middle Management Association. [1986] May Sask. Labour Rep. 46.
- Amendment - **Raid** - Carve out paramedical professional and technical employees - Applicant must give some compelling reason, other than bare community of interest, or employee preference, why Board should depart from established policy of favouring more comprehensive bargaining units. (B.B.) p. 1735; LRB File No. 265-93.
Wasctma Rehabilitation Centre, H.S.A.S. and S.G.E.U., (1994] 4th Quarter Sask. Labour Rep. 100.
- Amendment - **Raid** - Carve out paramedical technical employees - Board will adhere to policy that bargaining units should not be fragmented unless particular groups of employees are not well served by current configuration or new configuration would enhance collective bargaining process. (B.B.) p. 1196; LRB File No. 292-91.
St. Paul's Hospital, H.S.A.S. and S.E.I.U., Local 333, [1994] 1st Quarter Sask. Labour Rep. 269.
- Amendment-**Raid**- Carve out professional unit- Application is allowed- Factors considered include: proposed unit covered all paramedical professional classifications with strong community of interest; history of bargaining in that hospital and in others; nature of employer's operation: size and viability of proposed unit; effect on employer's operations; effect on viability of original unit: lateral mobility: wishes of employees, employer and union; any agreements between parties: policy in favour of large units and against fragmenting units with successful bargaining history: and trend towards province wide collective bargaining in public hospitals.(D.B.) p. 1040; LRB File Nos. 421-85 & 422-85.
Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.
- Amendment-**Raid**- Carve out professional unit- Board applied policy against fragmentation. (D.B.) p. 513; LRB File Nos. 413-84 & 414-84.
Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1985] May Sask. Labour Rep. 38.
- Amendment - **Raid** - Carve out technical unit - Is not necessary to establish that proposed unit is more appropriate than existing unit when number of unions and bargaining units are not being increased. (J.H./B.B.) p. 611; LRB File No. 210-90.
Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep. 167.
- Amendment- **Raid** - Paramedical technical employees - Employee preference is not recognized as regular mechanism for redefinition of bargaining units - Application seeking to allow group of employees recently added to one unit to be moved back into previous unit is dismissed. (B.B.) p. 1693; LRB File No. 272-93.
Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333UH, [1994] 4th Quarter Sask. Labour Rep. 63.
- Amendment - **Res judicata** - Board has no jurisdiction to reconsider matter previously determined - Amendments in nature of appeal are beyond Board's jurisdiction. (D.B.) p. 410; LRB File No. 342-84.
K.A. CR. (A Joint Venture), Carpenters Provincial Council of Saskatchewan, (1985] Jan. Sask. Labour Rep. 41.

CERTIFICATION — continued

Amendment- Res judicata - Principle is inapplicable to application under s. S(k)(i) of *The Trade Union Act* - Principle is contrary to intention of legislature which was to allow amendments. (N.S.) p. 125LRB File No. 5p2-77.

Federated Co-operatives Ltk., S.J.B.R.W.D.S.U., Local 504, [1978] July Sask. Labour Rep. 45.

Amendment - Res judicata - Principle is inapplicable to findings of appropriateness of unit. (N.S.) p. 131; LRB File Nos. 617-77 & 618-77.

Regina General Hospital, Saskatchewan Association of Medical Laboratory Technologists, [197R] July Sask. Labour Rep. 49.

Amendment - Section 5(j) of *The Trade Union Act* - Board's jurisdiction to amend is predicated on existence of collective agreement - Collective agreement terminated pursuant to s. 33(4) is not in existence within meaning of s. S(j). (D.B.) p. 926; LRB File No. 003-86.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Local 454, MacDonald's Consolidated Ltd. and Zypchyn, [1986] May Sask. Labour Rep. 61.

Amendment - Section 5(k)(ii) - Open period - Amendment when no collective agreement - Open period is calculated from date of original certification order, not date of subsequent amendments. (J.H./B.B.) p. 760; LRB File No. 169-93.

Capital Pontiac Buick Cadillac GMC Ltd., U.S.W.A., and Monahan, [1993] 3rd Quarter Sask. Labour Rep. 121.

Amendment - Section 5(m) applies to newly-created positions, not existing positions. (D.B.) p. 1667; LRB File No. 112-89.

City of Regina, Regina Professional Fire Fighters Association, Local 181, [1989] Fall Sask. Labour Rep. 58.

Amendment- Vacant position- Application is premature- Board policy is not to consider new unfilled positions. (N.S.) p. 400; LRB File No. 111-81.

Yorkton Co-operative Association, S.J.B.R.W.D.S.U., [1981] Sept. Sask. Labour Rep. 49.

Amendment - Vote - Applicant sought to amend two orders to carve out paramedical unit into new certification - Board ordered vote when employees affected notified Board that applicant had agreed to withdraw its application - Applicant for certification was dismissed as result of vote. (C.P.); LRB File Nos. 193-73 & 194-73-4.

Victoria Union Hospital Board, H.S.A.S. and C.U.P.E., Local 84, [1976] Feb. Sask. Labour Rep. 37.

Appropriate bargaining unit - Charter of Rights - Whether Board policy against fragmenting larger units operates as limitation on freedom of association of employees who wish to form their own bargaining unit - If democratic majority rule system is valid under Charter as it is, then no matter what unit is chosen there will always be groups within that unit that is not represented by bargaining agent of their choice - Limitation on right of minority that results from majority rule principle is reasonable - Board notes that applicant itself was relying on majority support to justify imposition of proposed unit on all employees within that unit. (D.B.) p. 1040; LRB File No. 421-85.

Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.

CERTIFICATION- continued

Appropriate bargaining unit - Separate bargaining unit for management was rejected as being incompatible with rationale for management exclusions. (J.H./B.B.) p. 310 LRB File No. 049-92.

Saskatchewan Health Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137.

Automatic certification - Board lacks jurisdiction to certify union without proof of majority employee support, even when established that union has been prevented from gaining support by employer's unfair labour practices. (J.H./B.B.) p. 410; LRB File No. 141-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

Bar - Amendment of order - Constitutional issue can be raised at any time and is not restricted to open period ins. 5(k) of *The Trade Union Act*. (B.B.) p. 391; LRB File No. 164-92.

Government of Saskatchewan, S.G.E.U., Canadian Association of Fire Bomber Pilots, and Stockdale, [1993] 1st Quarter Sask. Labour Rep. 202.

Bar - Bankruptcy of employer is not bar to certification. (B.B.) p. 859; LRB File No. 270-91.

Spa"ow Electric Corporation, I.B.E.W., Local 529. (1993) 4th Quarter Sask. Labour Rep. 79.

Bar - Construction industry - Whether designations under s. 9 of *The Construction Industry Labour Relations Act* determine bargaining agent in trade divisions to exclusion of other trade unions - Board deciding that this is effect of provisions of that statute. (B.B.) p. 1302; LRB File Nos. 019-94, 020-94 & 021-94.

Emerald Oilfield Construction Ltd., Canadian Iron, Steel and Industrial Workers Union, [1994] 2nd Quarter Sask. Labour Rep. 105.

Employee - Independent contractors do not need to be excluded from scope of unit - Board policy is to specifically include persons designated as employees pursuant to s. 2(f)(iii) of *The Trade Union Act*. (D.B.) p. 1484 LRB File No. 246-88.

Bosco Homes Inc., S.G.E.U., [1989] Spring Sask. Labour Rep. 84.

Bar - Lack of employees at time of hearing is not bar to certification. (B.B.) p. 859; LRB File No. 270-91.

Sparrow Electric Corporation, I.B.E.W. • Local 529, [1993] 4th Quarter Sask. Labour Rep. 79.

Bar - Metis organization - Metis employees have right to bargain collectively - Employer's argument that bargaining collectively is incompatible with Metis employer culture is rejected - Metis employer organizations are within jurisdiction of Board. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, (1993) 3rd Quarter Sask. Labour Rep. 49.

Bar - Prior application - Abridgement of time is granted when original application is dismissed for reasons unrelated to merits and it was questionable whether Board had jurisdiction to dismiss it in first place. (D.B.) p. 451; LRB File No. 390-84.

Canada Safeway Ltd., U.F.C.W., Local 1985, [1985] Feb. Sask. Labour Rep. 24.

CERTIFICATION — continued

Bar - Prior application - Application to request to abridge six-month prohibition in s. 5(b) of *The Trade Union Act* can be brought prior to filing of second application for certification. (J.H./B.B.) p. 410; LRB File No. 141-92.

F. W. Woolworth Co. Ltd, U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

Bar - Prior application - Board holds that prior application for certification does not operate as bar to second application under s. 2(4) even when first application is dismissed, unless true wishes of employees were determined as result of first application - Where first application is withdrawn, no bar is in effect. (D.B.) p. 1581; LRB File No. 270-88.

VicWest Steel Inc., U.S.W.A., [1989] Summer Sask Labour Rep. 77.

Bar - Prior application - Board holds that unit proposed in second application is not "substantially similar" to unit proposed in first application as one-half of occupational categories and one-third of employees covered by first unit are excluded in second unit. (J.H./D.B.) p. 911; LRB File No. 015-86.

Regilla Exhibition Association(/fl), H.E.R.E., Local 767, [1986] Oct. Sask. Labour Rep. 43.

Employee - Whether labour relations consultant employed by Association to provide managerial services to members of Association but not to own employer should be excluded from bargaining unit - Board denied exclusion with Chair dissenting. (J.H./B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Health-Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397 [1993] 1st Quarter Sask. Labour Rep. 137.

Employer - Section 2(g)(iii) of *The Trade Union Act* - Board refused to certify as employer contractor who sub-contracted carpentry work to other employer - Contract was one to supply services to principal, not employees. (C.P.); LRB File No. 318-74.

Telmed Construction Ltd, U.B.C.J.A., Local 11867, (1976) Aug. Sask. Labour Rep. 31.

Employer - Service club who use volunteers to perform work but hires no employees may not be employer within *The Trade Union Act*. (B.B.) p. 513; LRB File No. 269-92.

Town of Maple Creek, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 71.

Fraud - Section 16 of *The Trade Union Act* - "Where is the Moral?" - Onus is on applicant, not on certified union, to prove fraud - Board found no evidence that there was deliberate misrepresentation or attempt to mislead Board by union on its application for certification. (C.P.); LRB File No. 068-75.

Crestview Chrysler-Dodge Ltd, Koch and C.B.R.T., Local 44, [1976] Feb. Sask. Labour Rep. 48.

Jurisdiction of Board - Aeronautics - Fire bomber pilots employed by Provincial Government fall under provincial jurisdiction. (B.B.) p. 391; LRB File No. 164-92.

Government of Saskatchewan, S.G.E.U., Canadian Association of Fire Bomber Pilots and Stockdale, [1993] 1st Quarter Sask. Labour Rep. 202.

Jurisdiction of Board - Board has jurisdiction over federally incorporated companies - Insurance falls within provincial jurisdiction - Did not fall within jurisdiction of Canada Labour Relations Board. (N.S.) p. 62; LRB File No. 66) -77.

Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

CERTIFICATION — continued

Jurisdiction of Board- Federally incorporated trust company is not bank and is not within jurisdiction of Canada Labour Relations Board. (N.S.) p. 62; LRB File No. 661-77.

Canadian Pioneer Management Gr up, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

Jurisdiction of Board - Indian band council - Board has jurisdiction for labour relations purposes over Indian Band Council and Indians. (N.S.) p. 328; LRB File No. 185-80.

Whitebear Band Council, Carpenters Provincial Council of Saskatchewan, [1981] Apr. Sask. Labour Rep. 38.

Jurisdiction of Board - Interprovincial bargaining unit cannot be granted unless other province has ceded jurisdiction to Saskatchewan - Employees employed in Alberta fall under jurisdiction of Alberta - Employees employed in Saskatchewan fall under jurisdiction of Saskatchewan. (J.H./R.H.) p. 219LRB File No. 013-90,

Lloydminster School Division. C.U.P.E., Local 3432, fl 990] Winter Sask. Labour Rep. 70.

Jurisdiction of Board - Interprovincial pipeline- Board distinguished between management operation and control of interprovincial pipeline, which is federal, and its construction, which falls within provincial jurisdiction - Key test is whether work is integral and vital part of operation of federal work and, therefore, under jurisdiction of Canada Labour Relations Board - Mere construction is not equal to operation or control. (N.S.) p. 108; LRB File No. 422-77.

Henuset Rentals Ltd., U.A., [1977] Oct. Sask. Labour Rep. 32.

Jurisdiction of Board -Territorial jurisdiction -Board has jurisdiction to certify all-employee unit when some employees work and/or reside outside of province where pith and substance of undertaking is in Saskatchewan. (D.B.) p. 412; LRB File No. 011-84.

City of Lloydminster. C.U.P.E., Local1015, [1985] Jan. Sask. Labour Rep. 33.

Jurisdiction of Board - Trucking company connecting one province to another within meaning of s. 92(10)(a) of *The Constitution Act, 1867* is subject only to jurisdiction of Canada Labour Relations Board - Test is whether activity is continuous and regular - Is not necessary that majority of business be extra-provincial or that it be regularly scheduled - Extra-provincial work may comprise small percentage of total. (J.H./D.B.) p. 1203; LRB File No. 029-87.

Bronco Rentals and Leasing Ltd., C.B.R.T., [1987] Nov. Sask. Labour Rep. 47.

Jurisdiction of Board - Uranium -Caterer at uranium mine- Catering and housekeeping services are not essential or integral part of federal undertaking - Catering contractor falls under provincial jurisdiction. (J.H./B.B.) p. 22; LRB File No. 118-92.

Six Seasons Catering Ltd., U.S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 80.

Membership - Evidence - Ambiguous or inadequate evidence of support on certification application, because of its confidential nature, requires Board to ensure that evidence is complete and satisfactory. (D.B.) p. 10; LRB File No. 562-82.

Eckl Ceramics (1978) Ltd., I.U.B.A.C., [1983] Apr. Sask. Labour Rep. 69.

Membership - Evidence - Board does not encourage declaration of union membership but prefers individual support cards. (D.B.) p. 854; LRB File Nos. 033-86 & 044-86.

Salem Industries Canada Ltd., Construction Workers Association, Local 151, fl986) June Sask. Labour Rep. 69.

CERTIFICATION — continued

Membership - Evidence - Board has kg-standing policy of rejecting evidence that adds to or detracts from evidence of support if e dence post-dates filing of application. (J.H./D.B.) p. 733; LRB File No. 307-85.

Regina Native Women's Association, S.G.E.U., (1986j Mar. Sask. Labour Rep. 19.

Membership - Evidence - Board is under duty to ensure support cards are complete and satisfactOI). (D.B.) p. 1275; LRB File Nos 001-88 & 002-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U. and Saskatchewan Institute of Applied Science and Technology Faculty Association, [1988] May Sask. Labour Rep. 42.

Membership - Evidence - Board mu,;t be cautious about disregarding support cards - Must be established that obtaining Of support was so contaminated by lack of information, misunderstanding or improper conduct that it cannot be accepted. (B.B.) p. 335; LRB File Nos. 239-92 & 263-92.

Western Automotive Rebuild s Ltd., S.J.B.R.W.D.S.U., Dudra, Bui and Cat Le, [1993] 1st Quarter Sask. Labour Rep. 15 .

Membership - Evidence - Board refu ed to consider support filed by carpenters who did not hold certificate under *The Apprenticeship and Tradesmen Qualification Act*. (N.S.) p. 287; LRB File No. 114-80.

Charter Construction Ltd., arpenters Provincial Council of Saskatchewan, [1980] Sept. Sask. Labour Rep. 34.

Membership - Evidence - Board Wladvise applicant before hearing if evidence of support is inadequate. (N.S.) p. 001; LRB File No. 112-77.

Beaver Lumber Company Ltd.. I.W.A., [1977] May Sask. Labour Rep. 30.

Membership - Evidence - Board will not allow employees to be called to testify as to whether and why they support one side or other on certification application. (D.B.) p. 804; LRB File No. 035-86.

Chi Chi's Restaurant Enterpfises Ltd.. H.E.R.E., Local 767, [1986] June Sask. Labour Rep. 31.

Membership - Evidence - Board wi not consider evidence of withdrawal of support for union occurring after application for eertification is filed with Board. (C.P.); LRB File No. 075-74.

Gene's Ltd., C.B.R.T., Local 74, [1975] Mar. Sask. Labour Rep. 57.

Membership - Evidence - Certificati n order provides conclusive evidence that union represents majority of employees in unit. .B.) p. 363; LRB File Nos. 237-84, 238-84 & 239-84.

Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeei-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. S_jk. Labour Rep. 46.

Membersllp -Evidence- Certification order provides prima facie evidence of support in unit. (D.B.) p. 503; LRB File No. 378-84.

St. Joseph's Hospital & Foyer D'Youville, S.V.N. and Sisters of Charity of Montreal (Grey Nuns), [1985] Apr. Sask. Labour Rep. 46.

CERTIFICATION — continued

- Membership - Evidence - Construction - Board applies test used in other industries - Membership in union and support for union as bargaining representative are not same - Mere evidence of union membership may not be adequate unless inference of support for union as bargaining agent can be drawn. (D.B.) p. 218; LRB File No. 275-83.
K.A.CR. (A Joint Venture), I.U.O.E., Local 870, [1984] May Sask. Labour Rep. 33.
- Membership - Evidence - Construction - Declaration of membership is not substitute for evidence of employee support - Union cannot obtain automatic certification based on declaration of membership without vote. (D.B.) p. 1357; LRB File No. 034-88.
Shragge-Rebar Mfg. Ltd., I.A.B.S.O.I.W.U., Local 771, [1988] Fall Sask. Labour Rep. 96.
- Membership - Evidence - Construction - Declaration of membership is not substitute for evidence of employee support and cannot enable certification without vote. (D.B.) p. 1285; LRB File No. 253-87.
Workforce Construction Ltd., U.B.C.J.A., Local 1990, (1988) Fall Sask. Labour Rep. 42.
- Membership - Evidence - Employee is not competent or compellable to say how he voted. (D.B.) p. 1516; LRB File Nos. 207-88 & 003-89.
Holiday Inn Ltd., Reese and S.J.B.R.W.D.S.U., (1989) Summer Sask. Labour Rep. 33.
- Membership - Evidence - Employee support must relate to employer named in application - Where new employer is substituted for one named in application, any uncertainty about employees' real intentions can be removed with viva voce or documentary evidence at hearing. (J.H./D.B.) p. 1153; LRB File No. 213-86.
Duhe Management Ltd., U.F.C.W., Local 1400 and Labour Relations Board for Province of Saskatchewan, [1987] Sept. Sask. Labour Rep. 31.
- Membership - Evidence - Employer influence - On certification, Board will not disregard support cards based on general and unsubstantiated allegations from rival union of discrimination or favouritism by employer - Considerations different where employee association is applicant. (J.H./R.H.) p. 665; LRB File Nos. 027-92 & 028-92.
Remai Investment Corporation, E.C.W.U. and S.J.B.R.W.D.S.U., (1992) 2nd Quarter Sask. Labour Rep. 97.
- Membership - Evidence - Evidence of employee support must be signed by employee, must authorize union to represent employee for collective bargaining, must be signed within six months of filing application and must relate to employer named in application. (J.H./D.B.) p. 1153; LRB File No. 213-86.
Duhe Management Ltd., U.F.C.W., Local 1400 and Labour Relations Board for Province of Saskatchewan, [1987] Sept. Sask. Labour Rep. 31.
- Membership - Evidence - Evidence of membership in union is distinguished from evidence of support of union as bargaining agent for employee - Membership in union is insufficient evidence of support - Exception is made in construction industry, but it is under review. (D.B.) p. 287; LRB File No. 495-83.
Gene's Ltd. (Geno's Pasta & Pizza), H.E.R.E., Local 767, [1984] July Sask. Labour Rep. 37.
- Membership - Evidence - Evidence of written support filed on certification must meet three criteria - Must be signed; must authorize union to bargain on behalf of employee; and must bear date within six months preceding date of application. (N.S.) p. 001; LRB File No. 112-77.
Beaver Lumber Company Ltd., L.W.A., [1977] May Sask. Labour Rep. 30.

CERTIFICATION — continued

- Membership - Evidence- Impropriety in collection of employee support can have two consequences - First, it may establish that union committed unfair labour practice - Second, it may cause Board to reject union's evidence of support. (B.B.) p. 335; LRB File Nos. 239-92 & 263-92.
Western Automotive Rebuilders Ltd., S.J.B.R.W.D.S.U., Dudra, Bui and Cat Le, [1993] 1st Quarter Sask. Labour Rep. 16.
- Membership- Evidence- Intervenor's evidence of support for certification is rejected as it post-dated filing of application by applicant. (N.S.) p. 205; LRB File No. 032-79.
Rite Way Manufacturing Company Ltd., U.S.W.A., [1979] July Sask. Labour Rep. 35.
- Membership - Evidence - Petition form of support is rejected - Petition is any evidence of support signed by more than one employee - Individual cards are required. (D.B.) p. 1326; LRB File No. 072-88.
Metal Fabricating and Construction Ltd., I.B.B., [1988] Fall Sask. Labour Rep. 53.
- Membership - Evidence - Policy of Board on certification applications is to reject evidence that post dates filing of application - Policy is applied to evidence submitted by applicant. (N.S.) p. 001; LRB File No. 112-77.
Beaver Lumber Company Ltd., I.W.A., [1977] May Sask. Labour Rep. 30.
- Membership - Evidence - Proof of membership in union is not proof of support as bargaining agent - *The Trade Union Act* requires cards filed in support to be signed, to authorize union to bargain for employee, and to be dated within six months of date of application - Board notes that exception is made for craft unions regarding membership - Board is especially vigilant where union already has certification order covering portion of unit and union security clause applies as membership may not indicate voluntary support. (N.S.) p. 160; LRB File No. 037-78.
The 77 Rogers Group Ltd., I.W.A., Local 184, [1979] Feb. Sask. Labour Rep. 35.
- Membership - Evidence - Union membership cards are not sufficient as evidence of support for certification application. (R.) p. 489; LRB File Nos. 146-91, 188-91 & 195-91.
Henuset Pipeline Construction Ltd., I.U.O.E., Construction and General Workers and General Workers of Canada, Local 1, [1991] 4th Quarter Sask. Labour Rep. 64.
- Membership - Evidence - Union requesting leave to file additional evidence of employee support - Board refusing leave to file evidence dated after application filed. (B.B.) p. 1716; LRB File No. 181-94.
Marquardt Mechanical Ltd. U.A., [1994] 4th Quarter Sask. Labour Rep. 83.
- Membership- Evidence - Usual practice of Board is to disregard support or withdrawal of support that post-dates certification application. (D.B.) p. 240; LRB File No. 368-83.
K. A. C. R. (A Joint Venture), C.G.W.U., Local 1890, [1984] May Sask. Labour Rep. 43.
- Membership - Evidence - Vietnamese immigrants not fluent in English - Board examined circumstances to determine if employees understood significance of union cards. (B.B.) p. 335; LRB File Nos. 239-92 & 263-92.
Western Automotive Rebuilders Ltd., S.J.B.R.W.D.S.U., Dudra, Bui and Cat Le, [1993] 1st Quarter Sask. Labour Rep. 16.
- Membership - Evidence - Whether Board should rely on evidence of support filed with application or order representation vote - Board affirming long-standing policy of granting certification on basis of support cards. (B.B.) p. 1871; LRB File No. 240-94.
Holiday Inn Ltd., U.F.C.W. Local 1400, [1994] 4th Quarter Sask. Labour Rep. 227.

CERTIFICATION — continued

- Membership -Improper organizing tactics - Coercion - Board refused to order vote under s. 6(1) even though union had over 25% support (D.B.) p. 139; LRB File No. 351-83.
J. MacKenzie Camp Services Ltd., H.E.RE., Local 767, [1984] Mar. Sask Labour Rep. 32.
- Membership - improper organizing tactics - Distinction must be made between comments and tactics by member of bargaining unit and comments and tactics of employer - Principles applicable to employer are not applicable to discussions between members of bargaining unit - Members of bargaining unit must have considerable freedom to discuss representation issue without fear of being charged with unfair labour practice. (J.HJR.H.) p. 613; LRB File No. 095-91,
Bradt Industries Ltd. U.S.W.A. and Boehmer, [1992] 2nd Quarter Sask. Labour Rep. 46.
- Membership - Improper organizing tactics - Section 11(2)(a) of *The Trade Union Act* is broad enough to cover conduct that, although not coercive, is improper - Wilful misrepresentation is example - Conduct must be for purpose of encouraging or discouraging membership - Innocent misrepresentation is not enough - Board applies objective test. (B.B.) p. 335; LRB File Nos. 239-92 & 263-92.
Western Automotive Rebuilders Ltd., S.J.B.RW.D.S.U., Dudra, Bui and Cat Le, [1993] 1st Quarter Sask. Labour Rep. 156.
- Membership - Improper organizing tactics - Selective canvassing of employees - Failure to inform employees of advantages and disadvantages of union membership is not improper. (J.H/D.B.) p. 733; LRB File No. 307-85.
Regina Native Women's Association, S.G.E.U., (1986) Mar. Sask. Labour Rep. 19.
- Membership - Improper organizing tactics -Waiver of initiation fee for those who support certification application does not impeach evidence of employee support - Test is whether free choice of employees to join union is affected - If so, Board may disregard evidence of support or it may order vote. (J.H/D.B.) p. 911; LRB File No. 015-86.
Regina Exhibition Association, H.E.R.E., Local 767, [1986] Oct Sask Labour Rep. 43.
- Membership - Improper organizing techniques by union - Board may disregard evidence of support or direct representation vote where union uses improper tactics - Low initiation fee to encourage support is not improper as it does not diminish employees' ability to make enlightened choice. (D.B.) p. 218; LRB File No. 275-83.
K.A.C.R. (A Joint Venture), L.U.O.E., Local 870, [1984] May Sask Labour Rep. 33.
- Membership -Infants - Support of persons under 18 will be accepted by Board. (D.R) p. 804; LRB File No. 035-86.
Chi Chi's Restaurant Enterprises Ltd., H.E.RE., Local 767, [1986] June Sask. Labour Rep. 31.
- Membership - Practice and procedure - Union is not obliged to seek support from all employees in unit before applying for certification. (D.B.) p. 181; LRB File No. 054-89.
Nipawin and District Strives to the Hamcapped Inc., C.U.P.E., Local 3370, [1989] Winter Sask. Labour Rep. 38.
- Petition - Board rejects petition filed by employee where evidence indicates that employer influenced and supported anti-union campaign. (C.P.); LRB File No. 283-74.
Crestview Chrysler-Dodge Ltd., Koch, and C.B.R.T, Local 44, (1976) Feb. Sask. Labour Rep. 48.

CERTIFICATION- continued

Petition - Date for determining support for union is date application is filed - Petition filed with names of employees requesting vote prepared and filed after date application is filed will not be considered by Board. (C.P.); LRB File No. 016-74.

Mid-City Motors (1950) Ltd., C.B.R.T., Local 329, (1975) Mar. Sask, Labour Rep. 54.

Practice and procedure - Adjourner - Employer ignoring certification application because it was described in application by its registered business name instead of its corporate name - Application amended to substitute correct corporate name of employer granted - Employer's request for adjournment to file reply was refused. (J.H./B.B.) p. 1709; LRB File No. 189-94.

Madison Development Group Inc., U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep, 77.

Practice and procedure - Amendment of application - Whether amendment would alter nature of application - Board deciding that amendment would not fundamentally alter application - Amendment allowed, desired employer given time to file reply and statement of employment. (B.B.) p. 1752; LRB File No. 164-94.

Wolfe Construction Ltd., U.B.C.J.A., Local 1985, [1994] 4th Quarter Sask. Labour Rep. 116.

Practice and procedure - Amendment of proposed unit requested at hearing after evidence called on appropriateness of proposed unit - Hearing adjourned to give employer opportunity to prepare objection - Amendment was allowed. (D.B.) p. 1813; LRB File No. 054-89.

Nipawin and District Services to the Handicapped Inc., C.U.P.E., Local 3370, [1989] Winter Sask. Labour Rep. 38.

Practice and procedure - Certification orders need not specifically indicate that persons have been found to be employees by operation of ss. 2(f) or (g) of *The Trade Union Act* - To avoid future misunderstandings, Board adopts practice of identifying persons found to be employees by virtue of ss. 2(f) or (g) in certification order. (N.S.) p. 90; LRB File No. 564-77.

Parkland School Unit No. 63 C.U.P.E., Local 832, [1978] June Sask. Labour Rep. 56.

Practice and procedure - Clarification or correction - Board amends certification orders of three unions to better describe boundaries of each unit - Board exercises power under s. 5(j) of *The Trade Union Act* to clarify or correct orders. (B.B.) p. 1803; LRB File Nos. 202-94 & 226-94.

City of Regina, Regina Civic Middle Management Association, Regina Professional Firefighters Association, [1994] 4th Quarter Sask. Labour Rep. 164.

Practice and procedure - Clarification or correction - Whether application was properly brought under s. 5(j) of *The Trade Union Act* when circumstances had changed considerably since certification order was issued and relationship between current situation and order was fortuitous - Board deciding application was not properly brought under s.5(j). (B.B.) p. 1292; LRB File No. 017-94.

Saskatoon Separate School Board of the St. Paul's Roman Catholic Separate School District No. 20, C.U.P.E., Local 3730, [1994] 2nd Quarter Sask. Labour Rep. 96.

Practice and procedure - Competing certification applications - Name of employer left blank is generally not important unless name on card indicates if support was elicited during organizing campaign of new employer, as opposed to being card signed in compliance with union security provisions of agreement with predecessor employer. (D.B.) p. 1275; LRB File Nos. 001-88 & 002-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U., and Saskatchewan Institute of Applied Science and Technology Faculty Association, [1988] May Sask. Labour

CERTIFICATION — continued

Practice and procedure - Competing certification applications - Second application was filed before hearing of first application - Status of second union to seek certification or vote between two unions depends on whether its support pre-dates or post-dates date on which first application filed - If second union's support pre-dates filing of first application, Board will grant second union status and Board may order vote - Board will not order vote if one union has overwhelming support. (R.H.) p. 24; LRB File No. 187-89.

Penn-Co Construction Ltd., I.U.O.E., Local 870 and Construction Workers Association, Local 151, [1990] Summer Sask. Labour Rep. 39.

Practice and procedure - Competing certification applications - Support cards may not be reliable evidence of employee support for incumbent union because of union security provisions in agreement where prior certification was statutorily rescinded. (D.B.) p. 1275; LRB File Nos. 00J-88 & 002-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U. and Saskatchewan Institute of Applied Science and Technology Faculty Association, [1988] May Sask. Labour Rep. 42.

Practice and procedure - Competing certification applications - Where second application is filed, whether by intervention or new application, before first application is decided, Board will only consider support for second application if it was gathered prior to date of first application was filed - Subsequent evidence is rejected. (D.B.) p. 854; LRB File Nos. 033-86 & 044-86.

Salem Industries Canada Ltd, Construction Workers Association, Local 151, [1986] June Sask. Labour Rep. 69.

Practice and procedure - Competing certification applications - With two exceptions, first union to apply will have its application determined without regard to any subsequent application for certification - Vote is ordered in two situations - First, if one union establishes discrimination or obstruction against it by employer - Second, if on date first union applied for certification, second union had support from at least 25% of employees. (I.H.I.R.H.) p. 665; LRB File Nos. 027-92 & 028-92.

Remai Investment Corporation, E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97.

Practice and procedure - Competing certification applications - Are heard in order filed - Subsequent applications are dismissed unless prior application was unsuccessful. (R.H.) p. 544; LRB File Nos. 255-91, 267-91, 274-91 & 303-91.

Tanar Lloydminster Maintenance Ltd., I.B.B., U.B.C.J.A., Local 1985, C.G.W.U., Local 890 and E.C.W.U., Local 1649, [1992] 1st Quarter Sask. Labour Rep. 56.

Practice and procedure - Injunction - Request for injunction to prevent employer from interfering with organizing drive, if or when union decides to start one, is dismissed as premature. (J.H./B.B.) p. 410; LRB File No. 141-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

Practice and procedure - Intervenor status - Whether Health Sciences Association should be granted status to intervene in certification application - Board granting status as intervenor to address specifically any issues relating to appropriateness of paramedical bargaining units. (B.B.) p. 1163; LRB File No. 015-94.

Saskatoon District Health Board at Parkridge Centre, S.E.I.U., Local 333 and H.S.A.S., [1994] 1st Quarter Sask. Labour Rep. 238; [1994] 4th Quarter Sask. Labour Rep. 69.

CERTIFICATION — continued

Practice and procedure - Name of employer - Board granted union's application to amend certification application by substituting different corporation for corporation named as employer. (J.H./D.B.) p. 998; LRB File No. 283-86.

Lockerbie Management Ltd., U.B.C.J.A., Local 1021, [1987] Apr. Sask. Labour Rep. 44.

Practice and procedure - Name of employer - Whether union's request for amendment of name of employer was attempt to include two employers in one application - Board satisfied union only wished to name one employer - Amendment allowed to correctly state name of employer. (B.B.) p. 1752; LRB File No. File No. 164-94.

Wolfe Construction Ltd., U.B.C.J.A., Local 1985, [1994] 4th Quarter Sask. Labour Rep. 116.

Practice and procedure - Name of employer - Where wrong corporate entity is named as employer in certification application, Board will allow union to amend application by substituting correct corporate entity. (J.H./O.S.) p. 956; LRB File No. 213-86.

Concorde Group of Companies Inc., U.F.C.W., Local 1400, [1987] Jan. Sask. Labour Rep. 40.

Practice and procedure - Natural justice - Board is not required to give notice of hearing to employees who write to Board in attempt to revoke their support for union's certification. (J.H./B.B.) p. 1724; LRB File No. 147-94.

Prairie Lube Ltd. (Mr. Lube), U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 90.

Practice and procedure - Notice of certification proceedings given to South Saskatchewan Building and Construction Trades Council constitutes notice to its members. (D.B.) p. 479; LRB File No. 435-84.

Monad Contractors Ltd., L.B.E.W., Local 2038 [1985] Apr. Sask. Labour Rep. 49.

Practice and procedure - Parties - Employees should apply for party status and file reply if they intend to allege union engaged in improper organizing tactics - Is not proper to bypass all procedure and simply appear on date of hearing. (J.H./B.B.) p. 1724; LRB File No. 147-94.

Prairie Lube Ltd. (Mr. Lube), U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 90.

Practice and procedure - Res judicata - Application for certification seeking to certify unit Board had already decided was not appropriate to include in bargaining unit is res judicata - Application is dismissed by Board. (C.P.); LRB File No. 237-73.

Saskatoon City Hospital, H.S.A.S. and S.E.I.U., Local 333, [1975] Mar. Sask. Labour Rep. 60.

Practice and procedure - Statement of employment - Agreement to statement of employment on one application does not stop person from challenging statement of employment on separate application. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Canada Ltd., I.A.B.S.O.I.W.U., Local 771 and Construction Workers Association, Local 1151, [1986] July Sask. Labour Rep. 40.

Practice and procedure - Statement of employment - Casual and part-time employees - Board holds that employees who have worked more than one event in preceding year have sufficiently tangible employment relationship to be included on statement of employment. (J.H./D.B.) p. 911; LRB File No. 015-86.

Regina Exhibition Association, H.E.R.E., Local 767, [1986] Oct. Sask. Labour Rep. 43.

CERTIFICATION — continued

Practice and procedure - Statement of employment - Casual employee - Board considered work history following date application was filed to determine if employee had sufficient connection to employer. (D.B.) p. 1200; LRB File No. 116-86.

Lakeland Regional Library Board, C.U.P.E., Local 3077, [1987] Oct. Sask. Labour Rep. 74.

Practice and procedure - Statement of employment - Casual employee - Casual employees did not possess sufficient regular and substantial connection to employer. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Practice and procedure - Statement of employment - Casual employee - Substitute librarians must have reasonably tangible employment relationship to be considered employee - Board determined status by considering if employee had worked more than 30 hours over twelve month period - Board did not set general rule but determines each case determined on own facts. (D.B.) p. 1200; LRB File No. 116-86.

Lakeland Regional Library Board, C.U.P.E., Local 3077, [1987] Oct. Sask. Labour Rep. 74.

Practice and procedure - Statement of employment - Construction - Criteria for determining whether employee is part of unit applied for and eligible to vote is to determine where employee works for majority of time and whether employee's work is traditionally associated with unit - Board also considers if employee has been so employed for reasonably representative period of time prior to application. (D.B.) p. 240; LRB File No. 368-83.

K.A.C.R. (A Joint Venture), C.G.W.U., Local 890, [1984] May Sask. Labour Rep. 43.

Practice and procedure - Statement of employment - Construction - Test applied to determine if employee is in craft unit is to determine what was main focus of work for reasonably representative period of time prior to filing of application for certification. (J.H./R.H.) p. 660; LRB File No. 307-91.

Vector Construction Ltd., Operative Plasterers and Cement Masons, Local 442, [1992] 2nd Quarter Sask. Labour Rep. 82.

Practice and procedure - Statement of employment - Construction - To determine whether employee belongs to craft unit Board examined job functions for reasonably representative period of time to determine prime focus of work. (D.B.) p. 1281; LRB File No. 206-87.

Workforce Construction Ltd., C.G.W.U., Local 890, [1988] Fall Sask. Labour Rep. 39.

Practice and procedure - Statement of employment - Employees employed outside proposed bargaining unit on date application for certification is filed are ineligible to be placed on statement of employment, notwithstanding that they became employed within bargaining unit shortly thereafter- Exceptional circumstances are required before Board will depart from this policy. (R.H.) p. 363; LRB File Nos. 158-90, 159-90, 190-90, 191-90, 235-90 & 246-90.

Larcon International Inc, U.S.W.A., [1991] 2nd Quarter Sask. Labour Rep. 37.

Practice and procedure - Statement of employment - Employees who hold full-time jobs elsewhere and only work in unit in relief capacity are not part of unit. (N.S.) p. 199; LRB File No. 300-78.

Capri Motor Hotel, (unreported).

CERTIFICATION — continued

Practice and procedure - Statement of employment - Inaccurate statement of employment - Accuracy is fundamental to Board and is not in employer's interest to file inaccurate or misleading statement of employment. (D.S.) p. 56; LRB File No. 140-83.

A.V. Concrete Forming Systems Ltd, Operative Plasterers' and Cement Masons-International Association of U, Uted States and Canada, Local 442. [1983] Sept. Sask. Labour Rep. 49.

Practice and procedure - Statement of employment - Inaccurate statement of employment - Accurate statement of employment is fundamental to Board's practice - Board will not tolerate attempts to file misleading statement of employment. (N.S.) p. 215; LRB File No. 114-79.

international Erectors & Riggers, (A Division of Newbery Energy Ltd), C.G.W.U., Local 890. [1979] Sept. Sask. Labour Rep. 37.

Practice and procedure - Statement of employment - Layoff - Board consistently taken view that employees who are not employed on date application for certification is filed do not participate in representation question - Employees laid off for lack of work and given termination slip and vacation pay prior to date application filed, despite fact that they may be offered re-employment when employer has need, which they may or may not accept, is not sufficient to make them employees on date application filed. (R.H.) p. 19; LRB File Nos. 166-89, 193-89, 194-89, 195-89, 214-89, 215-89 & 216-89.

Metal Fabricating Services Ltd, I.A.B.S.O.I.W.U., Local 838, [1990] Spring Sask. Labour Rep. 70.

Practice and procedure - Statement of employment - Layoff - Employees on layoff are eligible to support certification application if they have reasonable expectation of recall. (D.B.) p. 263; LRB File No. 006-84.

R.M. of Corman Park No. 344, J.U.O.E., Local 1870, [1984] June Sask. Labour Rep. 44.

Practice and procedure - Statement of employment - Layoff - Employees on layoff do not participate in representation question unless there are exceptional circumstances. (J.H./D.B.) p. 1859; LRB File No. 137-89.

Isayew Contracting Ltd, I.W.A. - Canada, Local 1-184, [1989] Winter Sask. Labour Rep. 74.

Practice and procedure - Statement of employment - Out-of-province employees are beyond jurisdiction of Board and should be deleted from statement of employment. (N.S.) p. 316; LRB File No. 263-80.

Develcon Electronics Ltd, U.S.W.A., [1981] Mar. Sask. Labour Rep. 35.

Practice and procedure - Statement of employment - Out-of-province employees are not eligible to participate in representation issue. (R.H.) p. 489; LRB File Nos. 146-91, 188-91 & 195-91.

Henuset Pipeline Construction Ltd, I.U.O.E., Construction and General Workers, and General Workers of Canada, Local 1, [1991] 4th Quarter Sask. Labour Rep. 64.

Practice and procedure - Statement of employment - Out-of-province salesperson employed in Alberta but who occasionally monitors service provided to customers in Saskatchewan is not employee within bargaining unit. (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co. - Canada, A Division of Harsco Canada Ltd, U.B.C.J.A., Local 1985. [1993] 3rd Quarter Sask. Labour Rep. 98.

CERTIFICATION — continued

Practice and procedure - Statement of employment- Part-time employees must have sufficiently regular and substantial connection with employer. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Practice and procedure - Statement of employment - Persons interviewed and hired few days after certification application was filed are not included on statement of employment. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Practice and procedure - Statement of employment - Regularly scheduled part-time employees have sufficient interest to participate in representation question - Holding full-time job with separate employer is not grounds for disqualifying. (J.H.I.R.H.) p. 467; LRB File No. 170-91.

Jodon Holdings Ltd., U.F.C.W., Local 1400, [1991] 4th Quarter Sask. Labour Rep. 63.

Practice and procedure - Statement of employment - Relief workers - Employees who hold full-time jobs elsewhere and only work in unit in relief capacity are not part of unit. (N.S.) p. 200; LRB File No. 016-79.

Ritz Hotel Ltd., (unreported).

Practice and procedure - Statement of employment - Resignation was tendered prior to date application for certification was filed but was not effective until after - Board holds that resigning employee should be included on statement of employment. (D.B.) p. 1484; LRB File No. 246-88.

Bosco Homes Inc., S.G.E.U., [1989] Spring Sask. Labour Rep. 84.

Practice and procedure - Statement of employment - Sessional lecturers - Board departed from normal practice and considered support from those no longer employed on date of filing because of high turnover rate of employees. (D.B.) p. 1522; LRB File No. 063-88.

University of Saskatchewan, C.U.P.E. Local 3287, [1989] Summer Sask. Labour Rep. 37.

Practice and procedure - Statement of employment- Tradesmen- Main focus of their work determines craft jurisdiction - Board considers actual work performed rather than intended work. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Canada Ltd., I.A.B.S.O.I.W.U, Local 771 and Construction Workers Association. Local 151, [1986] July Sask. Labour Rep. 40.

Practice and procedure - Statement of employment - Where statement of employment was incomplete, Board directed employer to prepare and file new statement of employment. (D.B.) p. 1054; LRB File No. 116-86.

Lakeland Regional Library Board, C.U.P.E., Local 3077, [1987] Apr. Sask. Labour Rep. 59; (D.B.) p. 1054.

Practice and procedure - Statement of employment - Whether employee is within or without unit applied for is determined on basis of whether employee was working in or outside unit on date application was filed. (N.S.) p. 334; LRB File No. 259-80.

Kenting Oilfield Services Ltd., (unreported).

Practice and procedure - Union's request that employer provide union with names and addresses of employees prior to certification of union is dismissed by Board. (Q.H./B.B.) p. 410; LRB File No. 141-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

CERTIFICATION — continued

- Raid - Effect - Section 33(5) of *The Trade Union Act* - When one trade union replaces another trade union, any collective agreement between latter and employer is of no force or effect. (O.B.) p. 1542; LRB File No. 131-88
Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Swimmer Sask. Labour Rep. 51.
- Raid - Practice and procedure - First vote failed due to lack of quorum - Board satisfied employees are reluctant to vote because they will be identified as pro-union. Board denies request for mail out ballot and directs second vote with third choice of no union. (N.S.) p. 179; LRB File No. 138-78.
Potash Corp. of Saskatchewan, (unreported).
- Raid - Practice and procedure - Incumbent union may rest on certification order without filing additional proof of support - If raiding union has support of 25% of employees in unit, Board will order vote - If raiding union requests vote under s. 6(1) of *The Trade Union Act*, Board may order vote - Raiding union lacks benefit of certification order and must prove support. (N.S.) p. 278 LRB File Nos. 92-80 & 103-80.
Dominion Stores Ltd., 'Canada Safeway Ltd.', U.F.C.W., Local 1400 and S.J.B.R.W.D.S.U., Local 1454, [1980] Aug. Sask. Labour Rep. 43.
- Raid - Practice and procedure - Normal procedure is to order vote except where raiding union files overwhelming proof of support and incumbent union rests on certification order - Certification will be granted to raiding union without vote. (N.S.) p. 531; LRB File No. 408-82.
Shelley Western, U.F.C.W., Local 1400, [1983] Feb. Sask. Labour Rep. 43.
- Raid - Practice and procedure - Voters' list - Normally when parties agree to voter's list, they are precluded from objecting to it after vote based on inclusion or exclusion of any person except where it is shown that their agreement was based on misinformation provided by other party. (N.S.) p. 228; LRB File No. 165-79.
Moose Jaw Co-operative Association Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.
- Raid - Timeliness - Anniversary date of agreement referred to in s. 33(5) means anniversary date of effective date of agreement. (D.B.) p. 342; LRB File No. 214-84.
Canada Safeway Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., Local 454, [1984] Oct. Sask. Labour Rep. 40.
- Raid - Timeliness - Application by union to displace incumbent union must be made in open period set forth in s. 5(k) of *The Trade Union Act*. (D.B.) p. 342; LRB File No. 214-84.
Canada Safeway Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., Local 454, [1984] Oct. Sask. Labour Rep. 40.
- Raid - Timeliness - Carve out from existing unit must be made during open period in s. 5(k) of *The Trade Union Act*. (D.B.) p. 78; LRB File No. 415-85.
City of Regina, C.U.P.E., Local 7 and Regina Civic Middle Management Association, (1986) May Sask. Labour Rep. 46.
- Raid - Vote - When objections to vote are filed, Board will hold hearing into objections. (N.S.) p. 231; LRB File No. 165-79.
Moose Jaw Co-operative Association Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.

CERTIFICATION — continued

- Religious objections - Application - Board excludes devout, sincere Seventh Day Adventist on grounds of religious objection. (J.H./B.B.) p. 289; LRB File No. 255-92.
Gateway Lodge Inc., S.U.N., [1993] 1st Quarter Sask. Labour Rep. 120.
- Religious objections - Application - Employee excluded under s, 5(1) of *The Trade Union Act* remains member of bargaining unit and entitled to all benefits of collective bargaining agreement with exception that they are not obliged to pay dues. (R.H.) p. 636; LRB File No. 209-91.
Regina Pioneer Village Ltd., C.U.P.E., Local 1138 and York, (1992] 2nd Quarter Sask. Labour Rep. 60.
- Religious objections - Application - Exempted employee remains member of bargaining unit for all purposes including seniority and bidding on vacancies only open to members of bargaining unit -Employee is only exempted from requirement to join union and pay dues.
Yorkton Union Hospital, S.U.N., [1993] 7 W.W.R. 129 (Sask. C.A.).
- Religious objections - Employer's freedom of religion - Whether ordering Seventh Day Adventist employer to bargain collectively with trade union violates employer's constitutional rights. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.
Swift Cu"ent Nursing Home Inc., S.U.N. and S.E.J.U., [1989] Fall Sask. Labour Rep. 65.
- Religious objections - Political opinion - Professional ethics are not same as religious belief- Prospect that union dues might be used to support other unions or causes which applicant regards as abhorrent is not integrally related to religious belief. (B.B.) p. 791; LRB File No. 135-93.
Kindersley Union Hospital, S.U.N. and Enns, [1993] 3rd Quarter Sask. Labour Rep. 149.
- Religious objections- Test- Board found evidence that applicant's beliefs supported by church doctrine - Board considered applicant's past religious life and practices to determine genuineness - Demeanour and attitude of applicant was also important. (D.B.) p. 931; LRB File No. 089-86.
Saskatchewan Legal Aid Commission, C.U.P.E., Local 1949 and Neufeld, [1986] Dec. Sask. Labour Rep. 33.
- Religious objections - Test - Board must differentiate between objections that are religious and objections that are partly result of religious influences. (J.H./R.H.) p. 56; LRB File No. 018-90.
Saskatchewan Abilities Council, A.T.U., Local 615 and Gerbrandt, [1990] Summer Sask. Labour Rep. 78.
- Religious objections- Test- Board will carefully scrutinize applications- Where Board is satisfied that beliefs are not religious, application will be dismissed - Applicant presented no evidence of past religious life and practices - Applicant's beliefs are not part of church's doctrine - Applicant experiences no personal crisis that forces applicant to choose between religious beliefs and livelihood. (D.B.) p. 940; LRB File No. 183-86.
Birch Hills & District Nursing Home Inc., S.E.I.U., Local 333 and Olsen, [1986] Dec. Sask. Labour Rep. 39.
- Religious objections - Test -Four-fold test - Employee must object to all unions; employee need not be member of sect that opposes union membership as matter of doctrine but employee's beliefs must relate to relationship to Divine as opposed to men and man-made institutions Board must be satisfied of applicant's sincerity. (D.B.) p. 931; LRB File No. 089-86.
Saskatchewan Legal Aid Commission, C.U.P.E., Local 1949 and Neufeld, [1986] Dec. Sask. Labour Rep. 33.

CERTIFICATION — continued

- Religious objections - Test - Four-fold test for distinguishing between unmeritorious and genuine case of religious objection - One test is that there be convincing evidence that applicant has not rationalized his objections on religious grounds. (D.B.) p. 1372; LRB File No. 170-88.
Saskatchewan Property Management Corporation, S.G.E.U. and Brown, [1988] Winter Sask. Labour Rep. 53.
- Religious objections- Test- Mere pernal interpretation of Bible is insufficient- Objection to union is not matter of religious trait\$g when church does not prohibit union membership. (N.S.) p. 263; LRB File No. 058-80.
Government of Saskatchewan, S.G.E.U. and Mattson, [1980] June Sask. Labour Rep. 38.
- Religious objections - Test - Must be fOnnection between objection and religious training - Exclusion was denied where Church had .no policy on unions. (N.S.) p. 264; LRB File No. 067-80.
Cut Knife Union Hospital Board, C.U.P.E. and Collins, [1980] July Sask. Labour Rep. 41.
- Religious objections -Test- Objection!is religious if it relates to Divine or man's relationship to Divine and it must be distinguisbeJ:i from moral, philosophical, social or political objections. (J.H./D.B.) p. 1539; LRB File Nos. 008-89, 010-89 & 013-89.
Integ Management and Support Services Ltd., C.U.P.E.. Local 2399, [1989] Surruner Sask. Labour Rep. 49.
- Religious objections - Test - Objel:tion must be genuinely religious in nature as opposed to philosophical: politic) or soqjal - Beliefs need not be part of dogma of established church. (B.B.) p. 791. LRB File No. 15-93.
Kindersley Union Hospital, S.U.N. and Elllls, [1993] 3rd Quarter Sask. Labour Rep. 149.
- Religious objections - Test - Objectiods must be product of thoughtful consideration - Applicant must have turned mind to faith and be compelled to conclusion that membership in union is irreconcilable with will of Go4 - Objection must be sincere and unequivocal - Is not sufficient to be honestly struggling with roblem. (J.H./R.H.) p. 149; LRB File No. 073-90.
Saskatoon City Hospital, S.f.I.U., Local333 and Loewen, [1990] Fall Sask. Labour Rep. 61.
- Religious objections - Test - Objection need not be based on specific tenets of religious sect. (D.B.) p. 1372; LRB File No. 170-8.
Saskatchewan Property Mallagement Corporation, S.G.E.U. and Brown. [1988] Winter Sask. Labour Rep. 53.
- Religious objections - Test - Roman Catholic - Employee objects to joining union as matter of conscience- Application dismlssed as objection is not religious. (N.S.) p. 198; LRB File No. 274-78.
Central Canada Potash Co.td., (unreported).
- Representation vote - Application pding - Application remains pending under s. 11(1)(j) of *The Trade Union Act* after representation vote ordered and until application is either dismissed or granted. (D.B.) p. 1529; LRB File No. 221-88.
Beautiful Plains Villa Ltd., S..E.I.U., Local 299 and Panasiuk, [1989] Summer Sask. Labour Rep. 42.
- Representation vote - Board ordered Yote where union organized with considerable assistance from management and reliability Of support cards was brought into question. (J.H./D.B.) p. 1109; LRB File No. 216-86.
Central Asphalt Ltd., I.U.O... Local870, [1987] July Sask. Labour Rep. 37,

CERTIFICATION — continued

Representation vote - Eligibility to vote on representation question normally requires that employee be employed on date certification application is filed and on date vote is held - Exception is made to normal criteria due to passage of time and large turnover in staff. (J.H./B.B.) p. 611; LRB File No. 210-90.

Royal University Hospital, H.S.A.S. and S.E.I.U., Local 333, [1993] 2nd Quarter Sask. Labour Rep. 167.

Representation vote - Employees who are subject to proceedings before Board are entitled to vote - Ballots are segregated until Board decides whether they are entitled to reinstatement - All ballots are sealed in interim. (D.B.) p. 1291; LRB File No. 250-87.

O/mec Construction Ltd., U.A., Local 264, [1988] Fall Sask. Labour Rep. 45.

Representation vote - Freedom of association - Board's jurisdiction to determine voter eligibility for certification does not infringe right of association. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Ltd., I.A.B.S.O.I.W.U., Local 771 and Construction Workers Association, Local 151. [1986] July Sask. Labour Rep. 40.

Representation vote - Management interference - Board orders vote where management participated in organizing drive with consent and knowledge of union. (J.H./D.B.) p. 733; LRB File No. 307-85.

Regina Native Women's Association, S.G.E.U., [1986] Mar. Sask. Labour Rep. 19.

Representation vote - Objection to vote - Secrecy requirement of vote is not violated if voter voluntarily allows someone to observe how employee voted. (N.S.) p. 261; LRB File Nos. 266-79, 039-80, 040-80, 041-80 & 042-80.

Canada Packers Ltd., S.J.B.R.W.D.S.U. and C.F.A.W., [1980] June Sask. Labour Rep. 37.

Representation vote - Objections - Where objections are valid and could affect outcome, new vote is ordered. (N.S.) p. 228; LRB File No. 165-79.

Moose Jaw Co-operative Association Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.

Representation vote - Objections - Representation vote between two competing unions - Employer prohibited campaign literature on premises - Employer fully entitled to do so - Especially unobjectionable when employer prohibits both unions. (N.S.) p. 261; LRB File Nos. 266-79, 039-80, 040-80, 041-80 & 042-80.

Canada Packers Ltd., S.J.B.R.W.D.S.U. and C.F.A.W., [1980] June Sask. Labour Rep. 37.

Representation vote - Quorum - Where vote fails for lack of quorum, second vote was ordered where are two competing unions, (N.S.) p. 179; LRB File No. 138-78.

Potash Corporation of Saskatchewan Mining Ltd. (unreported).

Representation vote - Second vote on certification is ordered by Board where reliability of results of first vote were undermined by employer interference. (J.H./B.B.) p. 410; LRB File No. 141-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

Representation vote - Tie vote - On application for certification tie vote results in dismissal of application. (N.S.) p. 228; LRB File No. 165-79.

Moose Jaw Co-operative Association Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.

CERTIFICATION — continued

Representation vote- When two unions file certification applications for same unit on same day, Board will order vote. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Canada Ltd., I.A.B.S.O.I.W.U., Local 771 and Construction Workers Association, Local 151, [1986] July Sask. Labour Rep. 40.

Representation vote - When two unions filed for certification on same day, one filed with evidence of majority support and other filed with evidence of support from over 25%. Board ordered vote. (D.B.) p. 1275; LRB File Nos. 001-88 & 002-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U. and Saskatchewan Institute of Applied Science and Technology Faculty Association, [1988] May Sask. Labour Rep. 42.

Representation vote - Where there are two unions competing for certification, Board includes "no union" option on ballot as otherwise everyone who votes will be identified as union supporter. (N.S.) p. 179; LRB File No. 1(38-78).

Potash Corporation of Saskatchewan Mining Ltd., (unreported).

Representation vote- Where union has 25% or more support, Board must direct vote as provisions of s. 6(3) of *The Trade Union Act* are mandatory. (N.S.) p. 179; LRB File No. 138-78.

Potash Corporation of Saskatchewan Mining Ltd. (unreported).

Scope - Board is required to interpret certification order to discover intended scope. (D.B.) p. 1623; LRB File No. 263-88.

Western Automatic Sprinklers (1983) Ltd., U.A., Local 179. [1989] Fall Sask. Labour Rep. 37.

Scope- Terminology in certification order is not intended to give advantage to union in respect of new classifications - New classifications do not automatically fall into unit simply because of terminology used in certification order. (N.S.) p. 170; LRB File Nos. 150-78 & 172-78.

Plains Health Centre, S.U.N., C.U.P.E., Local 11838, [1979] Feb. Sask. Labour Rep. 48.

Statement of employment - Employer must allow union representative to be present at time and place when specimen signatures are obtained - Failure cured by production of payroll records at hearing. (C.P.); LRB File No. 075-74.

Gene's Ltd., C.B.R.T., Local Q74. [1975] Mar. Sask. Labour Rep. 57.

Status - Board has no jurisdiction to inquire into validity of its previous certification orders - Finding by Board that entity is not trade union has no effect upon previous certification orders obtained by that entity - Certification orders are valid until quashed by Court of competent jurisdiction. (D.B.) p. 391; LRB File No. 136-84.

Wm. Clark Interiors Ltd. & Wm. Clark Interiors (Sask.) Ltd., [1984] Nov. Sask. Labour Rep. 43.

Status - Carpenters' Provincial Council is not trade union - Finding has no effect on previous certification orders issued to Council. (D.B.) p. 545; LRB File No. 437-84.

Brown & Root Ltd., Carpenters Provincial Council of Saskatchewan, [1985] July Sask. Labour Rep. 29.

Status - Certification order is conclusive and cannot be attacked in collateral proceedings. (D.B.) p. 479; LRB File No. 435-84.

M()nad Contractors Ltd., I.B.E.W., Local 2038 [1985] Apr. Sask. Labour Rep. 49.

CHARTER OF RIGHTS

- Application to labour relations - Reverse onus clause - Board considers but does not decide **if** reverse onus contained **ins. 11(1)(e)** of *The Trade Union Act* conflicts with presumption of innocence **ins. 11(d)** of *Charter of Rights*. (D.B.) p. 5LRB File Nos. 457-82, 458-82, 488-82 & 489-82.
Boyd Chevrolet Ltd., U.A.W., Local 2183, [1983] Apr. Sask. Labour Rep. 64.
- Court of competent jurisdiction - For purposes of decision Board follows weight of authority which holds that Board is court of competent jurisdiction. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.
Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65
- freedom of association - Board holds that s. 2(d) and s. 15 rights guaranteed in *Charter of Rights* cannot be invoked by employer on behalf of potential employees. (D.B.) p. 799; LRB File No. 334-85.
Tricil Ltd.-Tricil Limitee, Chauffeurs, Teamsters and Helpers Union, Local 395, [1986] May Sask. Labour Rep. 48.
- Freedom of association - Board's jurisdiction to determine voter eligibility for certification does not infringe *Charter of Rights* guarantee of freedom of association. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.
Salem Industries Ltd., I.A.B.S.O.I.W.U, Local 771 and Construction Workers Association, Local 1151, [1986] July Sask. Labour Rep. 40.
- Freedom of association - Policy against fragmentation - Whether Board policy against fragmenting larger units operates as limitation on freedom of association of employees who wish to form own bargaining unit - **If** democratic majority rule system is valid under *Charter of Rights* as it is, then no matter what unit chosen there will always be groups within that unit not represented by bargaining agent of their choice - Limitation on right of minority that results from majority rule principle is reasonable - Board notes that applicant itself was relying on majority support to justify imposition of proposed unit on all employees within that unit. (D.B.) p. 1040; LRB File Nos. 421-75 & 422-85.
Plains Health Centre, H.S.A.S. and C.U.P.E., Local 1838, [1987] Apr. Sask. Labour Rep. 48.
- Freedom of association - Union security- Board holds that employer lacks status to raise constitutional issue of whether or not the union security provision contained **ins. 36** of *The Trade Union Act* violates freedom of association guaranteed by *Charter of Rights*. (D.B.) p. 357; LRB File No. 115-84.
United Masonry Construction Ltd., I.U.B.A.C., Local 13, [1984] Oct. Sask. Labour Rep. 37.
- Freedom of association - Union security- Board holds that s. 36 of *The Trade Union Act* infringes employee's constitutional right not to associate with the union but limitation is reasonable and can be demonstrably justified in free and democratic society. (D.B.) p. 1160; LRB File No. 040-87.
Remai Investments Co. Ltd., S.J.B.R.W.D.S.U. and Piercy et al., [1987] Oct. Sask. Labour Rep. 48.
- Freedom of expression - "Freedom" means the absence of coercion or constraint, including indirect forms of control which determine or limit alternative courses of conduct - Matters not whether coercive burden is direct or indirect, intentional or unintentional, foreseeable or unforeseeable. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.
Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

CHARTER OF RIGHTS — continued

Freedom of expression- Freedom of expression guaranteed by *Charter of Rights* must be considered by Board in its interpretation of *The Trade Union Act*. (D.B.) p. 5; LRB File Nos. 457-82, 458-82, 488-82 & 489-82.

Boyd Chevrolet Ltd., U.A.W Local 2183. [1983] Apr. Sask. Labour Rep. 64.

Freedom of religion - Certification order is reasonable and demonstrably justified notwithstanding that it may infringe employer's religious freedom. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home inc., S.U.N. and S.E.L.U., [1989] Fall Sask. Labour Rep. 65.

Freedom of religion - Certification orders do not have religious purpose. Cannot tend to have religious effect - If church is excluded by its beliefs from bargaining with union, certification order may infringe upon that belief. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.J.U., [1989] Fall Sask. Labour Rep. 65.

Freedom of religion- Corporation - Can a corporation hold religious beliefs and claim protection of s. 2(a) of *Charter of Rights*? If *Charter of Rights* is to be interpreted in manner that accomplishes its purpose, protection of religious freedom, religious institutions as well as individuals must be protected. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

Freedom of religion - Evidence of beliefs - Board must be told with some degree of particularity what beliefs are - Board must be provided with tangible and concrete proof of beliefs - Beliefs of individual members or office of church are not necessarily beliefs of church and vice versa. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

Freedom of religion- Meaning of- Bird holds that s. 1(a) of *Charter of Rights* protects freedom to hold, express, teach and practice personal religious beliefs - No one to be forced to act contrary to his or her religious beliefs. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

Freedom of religion- Meaning of- Bird holds that to be religious, the belief or practice must relate to orthodox view of religion and to Divine, rather than to human institutions and relationship of humans and must be beliefs that reflect perceived direction of higher power entitled to reverence, worship and obedience. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

Freedom of religion - Whether order of Seventh Day Adventist employer to bargain collectively with trade union violates employer's constitutional rights - Board held that employer's constitutional rights are not infringed by issuing of certification order. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

Jurisdiction - Board's interpretation of *Charter of Rights* is not protected by privative clause in *The Trade Union Act* and is fully reviewable by Courts. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

CHARTER OF RIGHTS — continued

- Jurisdiction - *Charter of Rights* will be construed with flexibility and without resort to narrow, technical and restrictive canons of statutory interpretation. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.
Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.
- Jurisdiction - Court of competent jurisdiction - Although power to grant remedy under *Charter of Rights and Freedoms* may be confined to counts by s. 24 of *Charter of Rights*, it is not necessary for Board to have recourse to s. 24 where alleged legislation is unconstitutional - Board has duty as result of s. 52 of *Charter of Rights* to declare law to be of no force or effect to extent it is inconsistent with *Charter of Rights*. (D.B.) p. 1160; LRB File No. 040-87.
Remai Investments Co. Ltd., S.J.B.R.W.D.S.U. and Piercy et al., [1987] Oct. Sask. Labour Rep. 48.
- Jurisdiction - Scope and meaning of *Charter of Rights* is to be ascertained by analysis of purpose and interests meant to be protected. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.
Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.
- Jurisdiction - Section 52(1) of *Charter of Rights* requires Board to proceed as if offending sections of *The Trade Union Act* were never enacted. (D.B.) p. 1777; LRB File Nos. 199-88 & 255-88.
Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.
- Jurisdiction - Union security - Board not deciding if it constitutes "court of competent jurisdiction" pursuant to s. 24(1) of *Charter of Rights*. (D.B.) p. 357; LRB File No. 115-84.
United Masonry Construction Ltd., I.U.B.A.C., Local 3, [1984] Oct. Sask. Labour Rep. 37.
- Notice to Attorney General - Person raising constitutional issue must give notice to Attorney General pursuant to s. 8 of *The Constitutional Questions Act* when provisions of *The Trade Union Act* are alleged to contravene *Charter of Rights*. (D.B.) p. 357; LRB File No. 115-84.
United Masonry Construction Ltd., I.U.B.A.G., Local 3, [1984] Oct. Sask. Labour Rep. 37.

COLLECTIVE AGREEMENT

- Abandonment - Board held that union abandoned bargaining rights through 22 years of inactivity because of erroneous assumption that employees were represented by another local. (D.B.) p. 454; LRB File No. 331-84.
Aim Electric Ltd., Morin and I.B.E.W., Local 529, [1985] Feb. Sask. Labour Rep. 27.
- Abandonment - Board holds that unreasonably long period of inactivity by union without satisfactory explanation will result in finding that union has abandoned its bargaining rights. (D.B.) p. 209; LRB File No. 302-83.
Wappel Concrete and Construction Ltd., I.U.O.E., Local 870, [1984] Apr. Sask. Labour Rep. 33.
- Abandonment - Principle applies only when certified union fails to bargain for whole unit or smaller group that itself constitutes appropriate unit. (D.B.) p. 648; LRB File No. 063-85.
Quill Plains Centennial Lodge, S.U.N., [1985] Dec. Sask. Labour Rep. 64.

COLLECTIVE AGREEMENT — continued

Abandonment - Principle does not apply when union has completely failed to represent one classification out of larger bargaining unit for 39 years- Principle only applies to abandonment of entire bargaining unit or smaller group which itself constitutes appropriate unit. (B.B.) p. 3; LRB File No. 02 1-92.

Shaunavon Union Hospital, .E.I.U., Local 336, [1992] 3rd Quarter Sask. Labour Rep. 77.

Abandonment- Union that fails to actively carry out duty to bargain for employees it represents without satisfactory explanation will be found to have abandoned its bargaining rights. (D.B.) p. 1239; LRB File No. 072-87.

JlicWest Steel Inc., S.M.W.I.A, Local 296, [1988] Feb. Sask. Labour Rep. 55.

Abandonment- Union was certified for all-employee unit but made no attempt to represent employees in new program - Board dis ssed application for certification of employees in new program by different union on grounds that two bargaining units resulted in inappropriate fragmentation and proliferation of bargaining units - Board must balance conflicting policy goals of industrial stability and facilitating empl<:Jyee access to collective bargaining. (B.B.) p. 80; LRB File No. 123-92.

Young Women's Christian ...ssociation, C.U.P.E., Local 1902-08 and S.E.I.U., Local 333, [1992] 4th Quarter Sask. Labour Rep. 71.

Bargaining rights - Bargain to impasse - Board discussing but not deciding if impasse must be reached before employer is entitled to unilaterally implement change in terms or conditions of work - Board finding impasse exist where parties had engaged in lengthy negotiations on changes and where both clearly under ood position of other party. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.BPt.W.D.S.U., Locals 454 and 480, (1986) Mar. Sask. Labour Rep. 23.

Bargaining rights - Bargaining to impasse - Board refuses to distinguish between mandatory and permissive subjects of bargaining - Board adopts single global obligation to reach entire agreement. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

Bargaining rights - Bargaining to impasse - Either side may pursue any lawful proposal to impasse. (D.B.) p. 1455; LRB File Nos. 175-88, 176-88 & 178-88.

Holiday Inn Ltd., S.J.B.R.W P.S.U., [1989] Spring Sask. Labour Rep. 66.

Bargaining rights - Bargaining to imp se - Employer insisting on amnesty clause to point of impasse is not violation of s. 11(1)(a) Of *The Trade Union Act*. (D.B.) p. 128; LRB File No. 349-83.

Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] Jan. Sask. Labour Rep. 30.

Bargaining rights - Bargaining to impasse - Employer not interfering in internal affairs of union by insisting upon amnesty clause (D.B.) p. 1366; LRB File Nos. 155-87 & 157-87.

Pioneer Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1988] Winter Sask. Labour Rep. 49.

Bargaining rights - Bargaining to impasse - Impasse in negotiations does not constitute failure to bargain if party is acting in g@<i faith and not insisting on illegality. (D.B.) p. 516; LRB File No. 409-84.

Place Riel Society, C.U.P.E., Local 1975, (1985) Apr. Sask. Labour Rep. 57.

COLLECTIVE AGREEMENT — continued

- Bargaining rights - Bargaining to impasse - Insisting on negotiating scope as set forth in certification order to point of impasse constitutes refusal to bargain in good faith. (N.S.) p. 521; LRB File No. 259-82.
Bee/and C(a)operative Association Ltd., S.J.B.R.W.D.S.U., Local 496, 11982] Nov. Sask. Labour Rep. 38.
- Bargaining rights - Bargaining to impasse - Parties may negotiate but if one party chooses to rely upon terms of certification order, other may not insist upon changes to point of impasse - Parties must negotiate on basis of order if requested. (D.B.) p. 1217; LRB File No. 151-87.
Town ofShaunavon, S.E.I.U., Local 336. f1987] Dec. Sask. Labour Rep. 37.
- Bargaining rights - Bargaining to impasse - Union's request pursuant to s. 36 of *The Trade Union Act* to include union security clause is not proper subject for collective bargaining - Bringing negotiations to impasse over issue violates obligation to negotiate in good faith. (N.S.) p. 251; LRB File No. 006-80.
Rite Way Mfg. Co. Ltd., U.S.W.A., [1980] May Sask. Labour Rep. 78.
- Bargaining rights - Term or condition of employment- Early retirement package - Employer unilaterally offered early retirement package to employees and was ordered to desist by Board - Employer subsequently refused to make same offer to union- Board refused to order employer to make offer to union, but *did* order employer to negotiate with union on this issue. (B.B.) p. 988; LRB File No. 282-93.
Saskatoon Board of Police Comndssioners, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 211.
- Bargaining rights - Term or condition of employment - Early retirement package is term or condition of employment - Unilaterally offering package to employees violates duty to negotiate with union. (B.B.) p. 941; LRB File No. 240-93.
Saskatoon Board of Police Commissioners, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 158.
- Bargaining rights - Unlawful demands - Employer insisted on amnesty clause for employees who crossed picket line - Board holds that employer's demand interferes with relationship between union and members and constitutes unfair labour practice within s. 11(I)(a) of *The Trade Union Act*. (N.S.) p. 26; LRB File Nos. 375-77, 451-77, 452-77 & 462-77.
Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32.
- Bargaining rights - Unlawful demands - Employer's back to work proposal did not require it to discharge replacement workers and strikers - Board held that proposal did not necessarily breach duty as proposal was not illegal, but Board would consider purpose or motive for refusing to strikers. (R.H.) p. 102; LRB File No. 192-89.
Royal Canadian Legion No. 56, S.E.I.U., Local 336, [1990] Sununer Sask. Labour Rep. 99.
- Bargaining rights - Unlawful demands - Insisting on provision that would give rise to illegality is violation of duty to bargain in good faith - Board held layoff provisions ambiguous and employer was not in violation of duty to bargain. (D.B.) p. 128; LRB File No. 349-83.
Moose Jaw C(a)operative Association Ltd., U.F.C.W., Local 1400. [1984] Jan. Sask. Labour Rep. 30.

COLLECTIVE AGREEMENT ___. continued

Bargaining rights - Unlawful demands - Whether employer proposal constitutes discrimination on basis of disability contrary to *Human Rights Act* - Proposal is not self-evidently illegal and union failed to raise objection at bargaining - Issue was not pressed by employer - Unfair labour practice was dismissed without ruling on legality. (B.B.) p. 536; LRB File No. 092-93.
Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477, 11993 2nd Quarter Sask. Labour Rep. 91.

Clause - Access - Employer's property rights not absolute; - Employer must accommodate union's statutory right to represent employees by allowing employee or non-employee union representatives to meet employees on employer's premises during non-working hours unless employer has legitimate business reason for refusal - Where union's access rights are negotiated and included in collective agreement any breach should be dealt with through grievance procedure. (J.H./R.H.) p. 210; LRB File No. 150-89.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 104.

Clause - Access - Where union and employer negotiate agreement on union's access to employer's premises for union business, Board will respect arrangement. (J.H./R.H.) p. 665 LRB File Nos. 027-92 & 028-92.
Remai Investment Corporation, E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97.

Clause - Grievance and arbitration provision - Board holds that employer is under statutory duty to negotiate with union respecting disputes or grievances of employees even though there is no collective agreement or provision for grievance or arbitration. (D.B.) p. 1014; LRB File No. 030-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 45.

Clause - Grievance and arbitration provision - Employer is under no duty to follow grievance procedure or resolve grievances by arbitration apart from obligations in collective agreement - Refusal is not unfair labour practice. (D.B.) p. 1014; LRB File No. 030-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 45.

Clause - Grievance and arbitration provision - Existence of grievance procedure partially supplants duty to bargain in good faith when there is breakdown of negotiations because of divergent views on meaning of collective agreement - Duty to negotiate in good faith is narrowed and funnelled into grievance procedure - Is no requirement to engage in parallel system of negotiations - If employer complies with grievance procedure, it has satisfied its duty to negotiate dispute in good faith (J.H./B.B.) p. 675; LRB File No. 106-93.
Regina Health Board, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 229.

Clause - Grievance and arbitration provision - Failure to follow grievance procedure may be breach of collective agreement but not necessarily breach of duty to bargain in good faith where default is inconsequential. (J.H./D.B.) p. 738; LRB File No. 241-85.
Saskatoon Credit Union Ltd. U.F.C.W., Local 1400, (1986) Apr. Sask. Labour Rep. 39.

Clause - Grievance and arbitration provision - Failure to pay arbitrator's award is not failure to bargain in good faith - Awards are enforceable by ss. 13 and 25(1) of *The Trade Union Act* - Court rather than Board is proper forum for enforcing compliance. (D.B.) p. 775; LRB File No. 293-85.
Western Automatic Sprinkles (1983) Ltd., U.A., Local 179, (1986) May Sask. Labour Rep. 52.

COLLECTIVE AGREEMENT — continued

- Clause - Grievance and arbitration provision - Grievance and arbitration provisions are terms or conditions of employment within s. 2(d) of *The Trade Union Act* and like other terms remains in force after notice to terminate and until changed in accordance with s. 11(1)(m). (R.H.) p. 158; LRB File No. 207-89.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., (1990] Fall Sask. Labour Rep. 68.
- Clause - Grievance and arbitration provision - Repudiation by employer of collective bargaining agreement or grievance and arbitration procedures is unfair labour practice. (D.B.) p. 1571 LRB File No. 281-88.
Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 70.
- Clause - Grievance and arbitration provision - Successor employer is obligated to negotiate for settlement of grievances filed by employees of former owner. (D.B.) p. 922; LRB File No. 136-86.
Fairford Industries Ltd., U.S.W.A.. Local 8294, Merit Manufacturing Inc. and Moose Jaw Steel Fab Services Ltd., [1986] Nov. Sask. Labour Rep. 42.
- Clause - Grievance and arbitration provision - Where no collective agreement is in effect providing for grievance procedure, employer is under no obligation to process grievances - Refusal to negotiate disputes with union does not violate s. 11(1)(d) of *The Trade Union Act*. (N.S.) p. 260; LRB File Nos. 009-80, 010-80, 011-80, 012-80 & 013-80.
Bird Machine Co. of Canada Ltd., U.S.W.A., [1980] May Sask. Labour Rep. 6L
- Clause - Management rights - Board held that reassigning duties and cancelling transfer of employee for reasons related to her and her spouse's union activity constituted unfair labour practice. (D.B.) p. 781; LRB File Nos. 400-85 & 046-86.
Canada Safeway, S.J.B.R.W.D.S.U., Local 480 and Foulger, [1986] May Sask. Labour Rep. 66.
- Clause - Vote - Employer requests that union to conduct vote does not constitute interference with union's internal affairs when employer is merely relying on provision in collective agreement. (J.H./B.B.) p. 675LRB File No. 106-93.
Regina Health Board, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 229.
- Clause - Wages - Board holds that payment of wages higher than those contained in collective agreement violates union's exclusive bargaining rights protected by s. 11(1)(c) of *The Trade Union Act*. (N.S.) p. 238LRB File No. 312-79.
Moose Jaw Sash and Door (1963) Ltd., I.W.A., Local 1-184, [1980] May Sask. Labour Rep. 69.
- Clause- Wages- Unilateral change to wages constitutes unfair labour practice under s. 11(1)(c) of *The Trade Union Act* -Agreement is in force either by virtue of its terms or s. 4(c) of *The Construction Industry Labour Relations Act*. (D.B.) p. 363LRB File Nos. 237-84, 238-84 & 239-84.
Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeei-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.
- Clause- Wages - Unilateral reduction in wages when collective agreement is in force is violation of s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 391; LRB File No. 236-84.
Wm. Clark Interior Ltd. & Wm. Clark Interiors (Sask.), Carpenters Provincial Council of Saskatchewan, [1984] Nov. Sask. Labour Rep. 43.

COLLECTIVE AGREEMENT — continued

- Construction industry - Application agreement filed with Minister of Labour - Board deciding application of agreement is not dependent on choice among several agreements by union. (B.B.) p. 1059; LRB File Nos. 158-93 & 176-93.
Dominion Company Inc., 'L Industrial Constructors Ltd., I.U.O.E., Local 870 and U.B.C.J.A., Local 1985, [199] 1st Quarter Sask. Labour Rep. 146.
- Construction industry - Contracting out of *The Construction Industry Labour Relations Act* - Parties cannot contract out of statutes passed for public interest. (D.B.) p. 105; LRB File No. 028-83.
Saskatchewan Construction Labour Relations Council, Inc, Glaziers Trade Div., Unionized Glass & Architectural Metal Contractors Association Saskatchewan Inc. and International Brotherhood of Allied Trades, Glaziers Trade Division, [1984] Apr. Sask. Labour Rep. 38.
- Construction industry - Whether "provisional agreements" concluded under previous *The Construction Industry Labour Relations Act*, are in effect - Board reviewed legal status of collective agreements in construction industry from 1983 to present - Board decided collective agreements are in force in appropriate circumstances. (B.B.) p. 1059; LRB File Nos. 158-93 & 176-93.
Dominion Company Inc., 'L Industrial Constructors Ltd., I.U.O.E., Local 870, U.B.C.J.A., Local 1985, [1994] 1st Quarter Sask. Labour Rep. 146.
- Construction industry - Whether terms and conditions of terminated collective agreement in construction industry continue to have effect- Board deciding concept of "termination" in *The Construction Industry Labour Relations Act, 1992* is comparable to same concept in *The Trade Union Act*. (B.B.) p. 1059; LRB File Nos. 158-93 & 176-93.
Dominion Company Inc., P.C.L Industrial Constructors Ltd., I.U.O.E., Local 870 and U.B.C.J.A., Local 1985, [1994] 1st Quarter Sask. Labour Rep. 146.
- Contracting out - Board found that employer interfered with employees' rights to be represented by trade union when it subcontracted work of employees to non-union contractor - Board drew distinction between purpose of contracting out and effect of contracting out and held that certain contracting out arrangements attract closer scrutiny than others. (J.H./R.H.) p. 277; LRB File Nos. 053-90, 054- , 056-90, 057-90 & 058-90.
Remai Investment Corporation, S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.
- Contracting out - Board held that contracting out was not unfair labour practice if it is devoid of anti-union animus. (D.B.) p. 1338; LRB File No. 194-87.
M & B Trucking Ltd., S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82.
- Contracting out - Contracting out for legitimate business reasons is not unfair labour practice. (J.H./R.H.) p. 144. LRB File No. 256-88.
Federated Co-operative Ltd., S.J.B.R.W.D.S.U., Local 539 and 540 and Sherwood Co-operative Association Ltd., [1901] Fall Sask. Labour Rep. 57.
- Contracting out - Subject to restrictions in collective bargaining agreement, employer has right to contract out bargaining unit work- Bona fide contracting out for business reasons is not unfair labour practice. (D.B.) p. 184D; LRB File Nos. 119-87 & 217-87.
Government of Saskatchewan, Tourism Industry Association of Saskatchewan Inc. and S.G.E.U., [1989] Winter Sask. Labour Rep. 63.

COLLECTIVE AGREEMENT — continued

- Definition - Collective agreement - Collective agreement must be in writing and set forth terms and conditions of employment - Actual execution is not always necessary - Intention of parties is of fundamental importance and it can be gathered from what they have done - If ratification is made condition precedent, it must occur or be waived. (D.B.) p. 1861: LRB File No. 092-88.
Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan. 11990] Spring Sask. Labour Rep. 41.
- Existence - Board will not require party to sign collective agreement until all terms are agreed on by both parties. (D.B.) p. 68; LRB File No. 068-83.
Regina Transition Women's Society, S.G.E.U., [1983] Sept. Sask. Labour Rep. 52.
- Existence - Memorandum of settlement stipulates that collective bargaining agreement will subsequently be prepared and signed subject to ratification by employees - Board found document to constitute binding collective bargaining agreement where parties intended it to be, notwithstanding fact that formal agreement was never prepared, signed or ratified. (D.B.) p. 1861: LRB File No. 092-88.
Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.
- Existence - Refusal to execute collective bargaining agreement - Employer's offer was put to employees for ratification and accepted by union membership - Union refused to execute - Union was found guilty of unfair labour practice and directed to sign agreement. (N.S.); LRB File No. 268-80.
Shelter Industries Inc., I.W.A., Local 1-184, Massey and Cook, [1981] Feb. Sask. Labour Rep. 51.
- Existence - What constitutes agreement - Agreement reached except for amnesty clause - Amnesty clause subsequently determined not proper subject for bargaining - Board held that there was no *consensus ad idem* and that doctrine of severance of illegal term was not applicable to offers, as opposed to agreement. (N.S.) p. 31: LRB File No. 451-77, 452-77 & 462-77.
Morris Rod Weeder Co.Ltd., [1977] Sept. Sask. Labour Rep. 32.
- Existence - Whether trade union is entitled to repudiate collective agreement when it is conditional on back-to-work agreement- Board deciding collective agreement is not concluded until condition is satisfied. (B.B.) p. 1441LRB Pile Nos. 007-94, 008-94, 009-94, 010-94, 011-94 & 012-94.
Saskatoon Society for Prevention of Cruelty to Animals, C.U.P.E., Local 3477, (1994] 3rd Quarter Sask. Labour Rep. 100.
- Interpretation - Conflict with *The Trade Union Act* -Where provisions of *The Trade Union Act* and collective agreement conflict. the Act prevails. (N.S.) p. 242: LRB File Nos. 315-19, 316-79, 317-79, 002-80 & 003-80.
Westank-Wil/ock Industries Ltd., U.S.W.A., Local4728, [1980] May Sask. Labour Rep. 72.
- Interpretation - Expiry date - Section 33(1) of *The Trade Union Act* alters expiry date that is not effective date of collective agreement. (D.B.) p. 181LRB File No. 322-83.
Westco Storage Ltd., (unreported).

COLLECTIVE AGREEMENT — continued

Notice to revise - Effect of - Distinction between notice to terminate and notice to revise - Collective agreement is not in force after notice to terminate is given in accordance with s. 33(4) of *The Trade Union Act* - Section 11(1)(m) applies following notice to terminate - Where notice to revise is given collective agreement continues in force. (J.H./D.B.) p. 1066; LRB File No. 302-86.

Midway Sales (1979) Ltd., CG.W.U., Local 890, [1987] May Sask. Labour Rep. 48.

Notice to revise - Effect of - Notice to revise pursuant to s. 33(4) of *The Trade Union Act* gives rise to duty to bargain collectively • Until new agreement is reached, old agreement remains in existence subject only to right to strike or lock-out - Notice to terminate ends collective agreement and terms and conditions survive only because of duty to bargain collectively for any change and only until that duty fulfilled unilateral change legally implemented. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.B.;R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

Notice to revise - Insofar as collective agreement purports to add to notice required under s. 33(4) of *The Trade Union Act*, it is invalid - Legislature intended provisions of s. 33(4) to override any conflicting provisions in collective agreement. (N.S.) p. 42; LRB File No. 549-77.

Independent Trucking Ltd., Retail Clerks Union, Local 401, [1978] Mar. Sask. Labour Rep. 51.

Notice to revise - Late - Is no discretion in Board to waive or cure time limit - No duty to negotiate arises. (R.H.) p. 123; LRB File No. 066-90.

City of Swift Current, I.B.K.V., Local 2067, [1990] Fall Sask. Labour Rep. 46.

Notice to revise - Notice to revise does not terminate agreement - Agreement continues in force subject to duty to bargain. (J.H./D.B.) p. 616; LRB File No. 158-85.

Arcade Auto Body Service Ltd., Markiewicz and C.B.R.T., Local 44, [1985] Oct. Sask. Labour Rep. 34.

Notice to revise - Priority - Notice to terminate prevails over notice to revise - Collective agreement is not in force for purpose of ss. 6(k) and 11(1)(m) of *The Trade Union Act*. (R.H.) p. 246; LRB File Nos. 180-89, 181-89, 182-89, 183-89, 184-89, 185-89, 186-89, 238-89 & 239-89.

Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

Notice to revise - Sufficiency - Parties are not required to itemize each matter to be negotiated in notice to revise provided pursuant to s. 33(4) of *The Trade Union Act*. (D.B.) p. 97; LRB File No. 017-83.

City of Regina, City Firefighters' Union, Local 181, [1984] Jan. Sask. Labour Rep. 37.

Notice to revise - Time limits in s. 33(4) cannot be varied by collective agreement - Notice that is not timely within s. 33(4) is inoperative even though it is timely within provisions of collective agreement. (J.H./D.B.) p. 630. LRB File No. 062-85.

Northern Telecom Canada Ltd., Communications Workers of Canada, [1985] Oct. Sask. Labour Rep. 46.

Notice to terminate - Effect of - Collective agreement is no longer in existence - Open period is determined by s. 5(k)(ii) of *The Trade Union Act*. (D.B.) p. 581; LRB File No. 338-84.

Government of Saskatchewan, S.G.E.U. and Hanna, [1985] Aug. Sask. Labour Rep. 31.

COLLECTIVE AGREEMENT — continued

Notice to terminate - Effect of - Collective agreement is not in force following notice to terminate. (J.H./D.B.) p. 1066; LRB File No. 302-86.

Midway Sales (1979) Ltd., C.G.W.U., Local 890, [1987] May Sask. Labour Rep. 48.

Notice to terminate - Effect of- Collective agreement is not in force within meaning of s. 5(k)(i) of *The Trade Union Act* after notice to terminate is served - Terms and conditions of employment are by implication unchanged from those in collective agreement. (D.B.) p. 1375LRB File No. 143-88.

Interprovincial Concrete Construction Co. Ltd., C.G.W.U., Local 890, (1988] Winter Sask Labour Rep. 55.

Notice to terminate - Effect of - Collective agreement remains in effect under s. 4(c) of *The ConstnJction Industry Labour Relations Act* notwithstanding fact that notice to terminate was served in accordance with s. 33(4) of *The Trade Union Act* - Section II(1)(m) of *The Trade Union Act* is inapplicable. (D.B.) p. 1115; LRB File No. 077-87.

Metal Fabricating and Construction Ltd., Millwrights, Machine Erectors and Maintenance Union, Local 1021, [1987] Aug. Sask. Labour Rep. 41.

Notice to terminate - Effect of- Collective agreement terminated pursuant to s. 33(4) of *The Trade Union Act* is not in existence within meaning of s. 5(j). (D.B.) p. 787; LRB File No. 003-86.

Canada Safeway & Macdonalds, S.J.B.R.W.D.S.U. and Zypcbyn, [1986] Nov. Sask. Labour Rep. 45.

Notice to terminate - Effect of - Employer arguing before arbitrator that arbitration process in collective agreement does not exist after notice to terminate is served and term of collective agreement expired - Argument contrary to ruling by Board - Board found employer conduct amounted to unilateral tennination of arbitration process in collective agreement (Upheld by Queen's Bench but quashed by C.A.) (R.H.) p. 246; LRB File Nos. 180-89, 181-89, 182-89, 183-89, 184-89, 185-89, 186-89.238-89 & 239-89.

Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

Notice to terminate - Effect of- Grievance procedure is term or condition of employment within s. 2(d) of *The Trade Union Act* and, like other terms, it remains in force after notice to terminate is given until it is changed in accordance with s. 11(1)(m). (R.H.) p. 158; LRB File No. 207-89.

Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 68.

Notice to terminate - Effect of - In interval between expiry of agreement and conclusion of new agreement terms and conditions of employment are same as in terminated agreement unless altered in accordance with s. 11(1)(m) of *The Trade Union Act*. (D.B.) p. 1861; LRB File No. 092-88.

Wm. C. Interiors Ltd., Lee and Carpenters Provincial Cowtcil of Saskatchewan. [1990] Spring Sask. Labour Rep. 41.

Notice to terminate -Effect of- No collective bargaining agreement is in existence within meaning of s. 5(k) of *The Trade Union Act* after notice to terminate is served. (D.B.) p. 1861; LRB File No. 092-88.

Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.

COLLECTIVE AGREEMENT — continued

Notice to terminate- Effect of- Notice ends collective agreement- Terms and conditions survive only because of duty to bargain collectively prior to unilateral change - Only when duty is fulfilled can unilateral change be implemented - Notice to revise gives rise to duty to bargain collectively - Until revised agreement is reached, old agreement remains in existence subject only to right to strike or lock-out. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

Notice to terminate- Effect of- Notwithstanding service of notice to terminate, terms and conditions are implicitly maintained until employer complies with duty to bargain collectively respecting changes. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction Ltd., W.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Notice to terminate - Effect of- Terms and conditions of employment continue by implication after notice to terminate is given until employer discharged duty to bargain collectively. (D.B.) p. 1115; LRB File No. 077-87.

Metal Fabricating and Construction Ltd., Millwrights, Machine Erectors and Maintenance Union, Local 1021, [1987] Aug. Sask. Labour Rep. 41.

Notice to terminate - Effect of - When collective agreement is validly terminated, in interval between expiry of agreement and conclusion of new agreement, terms and conditions are maintained until employer complies with duty to bargain collectively respecting changes. (D.B.) p. 787; LRB File No. 003-86.

Canada Safeway & Macdonalds, S.J.B.R.W.D.S.U. and Zypchyn, [1986] Nov. Sask. Labour Rep. 45.

Notice to terminate - Effect of- When notice to terminate is served, collective agreement is no longer in force and s. 11(1)(m) of *The Trade Union Act* applies to preserve terms of agreement but not agreement. (B.B.) p. 918; LRB File Nos. 167-93 & 168-93.

Remai Investment Co. Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 136.

Notice to terminate - Effect of - When notice to terminate is served, time limits for amendments or rescission applications as contained in s. 5(k)(ii) of *The Trade Union Act* apply as collective agreement is no longer in force. (B.B.) p. 918; LRB File Nos. 167-93 & 168-93.

Remai Investment Co. Ltd., S.J.B.R.W.O.S.U., [1993] 4th Quarter Sask. Labour Rep. 136.

Notice to terminate - Effect of- When term of agreement has expired and notice to terminate is served in accordance with s. 33(4) of *The Trade Union Act*, is no collective bargaining agreement in existence for purpose of application to amend or rescind order under s. 5(k) of *The Trade Union Act*. (D.B.) p. 1820; LRB File No. 045-89.

Saskatchewan Co-operative Creamery Association Ltd., S.J.B.R.W.D.S.U., [1989] Winter Sask. Labour Rep. 44.

COLLECTIVE AGREEMENT — continued

Notice to terminate • Effect of - When term of agreement has expired and notice to terminate is served in accordance with s. 33(4) of *The Trade Union Act*, no agreement is in existence for purpose of application to amend or rescind order under s. 5(k). (J.H./R.H.) p. 30; LRB File Nos. 00 1-79 & 175-89.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 43.

Notice to terminate-Priority - Notice to terminate prevails over notice to revise- Collective agreement is not in force for purpose of ss. 5(k) and 11(1)(m) of *The Trade Union Act*. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

Notice to terminate -Priority -Where both notice to terminate and notice to revise are served, notice to terminate governs. (B.B.) p. 918; LRB File Nos. 167-93 & 168-93.

Remai Investment Co. Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 136.

Ratification - Board has no jurisdiction to direct ratification vote to be held - Board's jurisdiction under s. 11(8) of *The Trade Union Act* is limited to supervising, scrutinizing or conducting vote that has been called by union. (D.B.) p. 459; LRB File Nos. 352-84 & 353-84.

Saskatchewan Construction Labour Relations Council, Inc., Bricklayers and Masons International Union of America, Local 3, Eckl Ceramics (1978) Ltd., Kantor and Garipey, [1985] Mar. Sask. Labour Rep. 40.

Ratification • Employees have no status to ratify agreement that is different from one negotiated by union. (D.B.) p. 459; LRB File Nos. 352-84 & 353-84.

Saskatchewan Construction Labour Relations Council, Inc., Bricklayers and Masons International Union of America, Local 3, Eckl Ceramics (1978) Ltd., Kantor and Garipey, [1985] Mar. Sask. Labour Rep. 40.

Ratification - Employees hired or continued in employment contrary to union security provisions of collective agreement, even though different from union security clause in *The Trade Union Act*, are not eligible to participate in representation question. (D.B.) p. 1426; LRB File No. 045-88.

Western Automatic Sprinklers (1983) Ltd., Flaman and U.A., [1989] Spring Sask. Labour Rep. 45.

Ratification - Must be reasonable apprehension of deficiency or impropriety before Board will make order under s. 11(8) of *The Trade Union Act* - Degree of Board involvement will depend on evidence. (D.B.) p. 662; LRB File No. 296-85.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., [1986] Jan. Sask. Labour Rep. 32.

Ratification - Union is not required to allow non-union employees to participate in ratification vote. (D.B.) p. 1195; LRB File No. 106-87.

Remai Investment Co. Ltd. (Gordon Beutel), S.G.E.U., [1987] Oct. Sask. Labour Rep. 42.

COLLECTIVE AGREEMENT — continued

- Scope - Board policy is to honour changes to scope of certification order made through collective bargaining process unless Board finds that "agreed to" unit is inappropriate or that employees object to being excluded from unit. (N.S.) p. 340; LRB File No. 256-80.
Saskatchewan Liquor Board, S.G.E.U., [1981] May Sask. Labour Rep. 37.
- Scope - Board recognizes changes to scope of unit described in certification order arrived at by collective bargaining - Board will review and interpret scope clause of collective agreement to determine current scope of unit represented by union. (D.B.) p. 1018LRB File Nos. 125-86, 126-86, 127-86 & 128-86.
Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.
- Scope - Board will honour managerial exclusions negotiated by parties with two possible exceptions. (J.H./R.H.) p. 86; LRB File No. 276-88.
City of Regina, C.U.P.E., Local 21, [1990] Summer Sask. Labour Rep. 80.
- Scope - Board will recognize bargaining unit that is negotiated by parties and that differs from certification order except where Board finds either that unit is not appropriate or that unit violates employee's right to be represented by union - If employee is improperly excluded from unit, Board can order that employee be returned to unit. (D.B.) p. 1217; LRB File No. 151-87.
Town of Shaunavon, S.E.J.U., Local 336, [1987] Dec. Sask. Labour Rep. 37.
- Scope - Conversion of in-scope positions into management positions by assignment of managerial duties is not contrary to *The Trade Union Act* when done for legitimate business reasons - Consent of union is not needed - Is no duty to negotiate - May be duty to consult with union if conversion has significant effect on unit. (J.H./R.H.) p. 77; LRB File No. 082-89.
City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.
- Scope - Creation of new classifications - *The Trade Union Act* does not require employer to negotiate with union or consult with union before abolishing existing classifications or before creating new positions - Collective agreement may contain restrictions. (J.H./R.H.) p. 77LRB File No. 082-89.
City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.
- Scope - Definition of bargaining unit can be subject for bargaining, but negotiations cannot be disrupted - Proper recourse when impasse is reached on scope issue is to refer issue to Board. (J.H./R.H.) p. 450; LRB File No. 033-91.
John M. Cuelenaere Library Board, C.U.P.E., Local 1788, [1991] 3rd Quarter Sask. Labour Rep. 42.
- Scope - Existing position - Employer cannot unilaterally treat in-scope position as out-of-scope because it views position as managerial - If agreement includes position in bargaining unit, employer must either bargain exclusion with union or apply to Board to amend order to exclude position - Exclusion of existing in-scope position is distinguished from creation of new position. (D.B.) p. 1259; LRB File No. 165-87.
Regina General Hospital, C.U.P.E., Local 176, (1988) Fall Sask. Labour Rep. 35

COLLECTIVE AGREEMENT — continued

- Scope - Interpretation of scope clause - Board will consider agreement, conduct and history of 15 years and intention of Board at time certification order issued when construing scope. (J.H.I.R.H.) p. 651; LRB File No. 035-92.
University of Regina, University of Regina Faculty Association, [1992] 2nd Quarter Sask. Labour Rep. 89.
- Scope - New position created during term of collective agreement - Employer has obligation to bargain terms and conditions of employment because none exist in collective agreement. (D.B.) p. 556: LRB File No. 419-84.
Beverage Central Ltd., S.J.B.R.W.D.S.U..Local480, [1985] July Sask. Labour Rep. 45.
- Scope - Parties are free to vary scope of certification order by collective bargaining. (N.S.) p. 215 LRB File No. 114-79.
International Erectors & Riggers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, 11979} Sept. Sask. Labour Rep. 37.
- Scope - Parties may negotiate but if one party chooses to rely upon terms of certification order, other may not insist upon changes to point of impasse - Party must negotiate on basis of order if requested. (D.B.) p. 1217; LRB File No. 151-87.
Town ofShaunavon, S.EJ.U., Local336, [1987] Dec. Sask. Labour Rep. 37.
- Scope - Reorganization - Employer is under no duty to negotiate but having agreed to do so, employer violated s. 11(1)(c) of *The Trade Union Act* by abruptly breaking off negotiations. (B.B.) p. 271; LRB File No. 197-92.
WaterGroup Canada Ltd., S.J.B.R.W.D.S.U. and Aquafine Water Ltd., [1993] 1st Quarter Sask. Labour Rep. III.
- Scope - Union agreed to remove certain positions from scope of bargaining unit - Union later demanded that employer comply with union security provisions contained in s. 36 of *The Trade Union Act* respecting these employees - Board policy is to honour changes to certification order by collective bargaining process with two exceptions - Board held that s. 36 was not breached. (N.S.) p. 340; LRB File No. 256-80.
Saskatchewan Liquor Board, S.G.E.A., [1981] May Sask. Labour Rep. 37.
- Security clause - Application under s. 36(2) of *The Trade Union Act* to enforce union security clause in agreement that is different from clause set forth in s. 36(1) is unlikely to be successful. (D.B.) p. 1426 LRB File No. 045-88.
Western Automatic Sprinklers (1983) Ltd., Flaman and U.A., [1989] Spring Sask. Labour Rep. 45.
- Security clause - Board notes distinction between union security clause in agreements as result of collective bargaining process and ones in agreement by operation of s. 36(1) - Violations of former are violations of collective agreement and enforceable only by remedies in agreement - Violations of latter are protected by s. 36(2). (D.B.) p. 80; LRB File No. 024-83.
Macdonalds Consolidated Ltd., S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.

COLLECTIVE AGREEMENT — continued

- Security clause - Contracting out of statutory clause and substituting contractual clause is not prohibited. (R.H.) p. 625 & (B.B.) p. 593; LRB File No. 096-91.
Sterling Crane -A Divisio" of Procrane Inc., I.A.B.S.O.I.W., Local 771, II993] 2nd Quarter Sask. Labour Rep. 1 0.
- Security clause - Distinction between Jlllion security clause that results from collective bargaining and clause that results from request under s. 36 of *The Trade Union Act* - In absence of evidence of request of statutory clade no unfair labour practice has occurred, but conduct may constitute violation ofcollecti e agreement. (N.S.) p. 221; LRB File No. 172-79.
Moose Jaw Sash alld Door {t963) Ltd., I.W.A., Local 1-184, [J979] Oct. Sask. Labour Rep. 39.
- Security clause - Purpose of s. 36 of *The Trade Union Act* is to remove issue of union security clause from bargaining table - Once request is made, statutory clause becomes effective whether employer agrees or not - Statutory clause remains effective even if union eventually signs agreement without actually incorporating clause. (N.S.) p. 256; LRB File No. 285-79.
United Masonry ConstructioJ Ltd., I.U.B.A.C., Local 3, [1980] May Sask. Labour Rep. 66.
- Security clause - Request under *The Trade Union Act* (1944) to include that Act's union security clause does not satisfy s. 36(1)- As no request was made under s. 36(1) there can be no unfair labour practice under s. 36(2) (D.B.) p. 80; LRB File No. 024-83.
Macdona/ds Consolidated Cfd., S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.
- Security clause - Section 36 obligas employer to advise new employees of requirement of union membership - Board holds that is no obligation on employer to require new employees to sign membership documents and that responsibility for obtaining cards rests on union. (N.S.) p. 251; LRB File No. 006-80.
Rite Way Mfg. Co.Ltd., U.S W.A., [1980] May Sask. Labour Rep. 78.
- Security clause - Section 36 obligates employer to advise new employees of requirement of union membership - Board holds that is no obligation on employer to require new employees to sign membership documents and that responsibility for obtaining cards rests on union. (N.S.) p. 256;LRB File No. 285-79
United Masonry Construction Ltd., I.U.B.A.C., Local 3, [1980] May Sask. Labour Rep. 66.
- Security clause - Statutory union security clause does not apply to persons employed at date of request who are not members of unionl and have not joined thereafter - Is no obligation upon employer to dismiss employee. (N.S.) p. 479; LRB File No. 333-81.
Federal Pioneer Ltd., U.S.W A., [1982] Aug. Sask. Labour Rep. 52.
- Security clause - Violation of union stcurity provisions in collective agreement - Tradesmen hired off street in violation of collectil'e bargaining agreement should not participate in determining union's presence in workplace. (D.B.) p. 810; LRB File No. 330-84.
Graham Construction Ltd., IJ.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

COMMON EMPLOYER

- Control and direction - Board found employees of contractor to be employees of principal where principal and contractor were not dealing at armslength and managing officer of principal and contractor was the same person. (N.S.) p. 147; LRB File No. 199-78.
Shelter Industries Inc., I.W.A. and C & M Management Services. [1979] Feb. Sask. Labour Rep. 38.
- Control and direction - Board holds that employer did not contract out for labour legitimately where contractor is wholly owned, directed and controlled by principal - Board pierced corporate veil and designated principal the "employer" under s. 2(f)(iii) and (g)(iii) of *The Trade Union Act*. (D.B.) p. 848; LRB File No. 297-85.
Modern Roofing (1978) Ltd., S.M.J.A., Local 296, Herb and Steve Roofing Ltd. and Custom Roofing Ltd. [1986] June Sask. Labour Rep. 64.
- Control and direction - Board is cautious in exercising discretion to designate principal as employer - Designation is made where principal retains actual control over hiring, dismissal, discipline and direction. (D.B.) p. 836; LRB 216-85.
Fairford Industries Ltd., U.S.W.A., Local 8294 and Merit Manufacturing Inc., [1986] June Sask. Labour Rep. 54.
- Discretion of Board - Piercing corporate veil - Board holds that it has power to certify employees of three separate corporate entities in one bargaining unit where labour relations of corporations are inseparable - Board has jurisdiction to pierce corporate veil and to find that employees of two companies are employees of third company. (N.S.) p. 62; LRB File No. 661-77.
Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.
- Discretion of Board - Piercing corporate veil - Board refused to pierce corporate veil between Association and its members for purpose of determining managerial exclusions on application to certify labour relations specialists in employeys association - Chair in dissent would have lifted corporate veil. (J.H./B.B.) p. 310; LRB File No. 049-92.
Saskatchewan Hea/Jh-Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137.
- Discretion of Board - Piercing corporate veil - Board will pierce corporate veil to determine if person is employee or independent contractor, where person acts through corporation - Board held persons were independent contractors. (D.B.) p. 1338; LRB File No. 194-87.
M & S Trucking Ltd., S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82.
- Discretion of Board - Piercing corporate veil - Employees of contractor were designated employees of principal. (D.B.) p. 848; LRB File No. 297-85.
Modern Roofing (1978) Ltd., S.M.I.A., Local 296, Herb and Steve Roofing Ltd. and Custom Roofing Ltd., [1986] June Sask. Labour Rep. 64.
- Discretion of Board - Piercing corporate veil - Employees of management company are found to be employees of owner of management company - Board will not allow certification order to be evaded by use of corporation. (N.S.) p. 498, 508; LRB File Nos. 128-82 to 163-82.
Sollars et al., C.U.P.E. [1982] Dec. Sask. Labour Rep. 38.
- Discretion of Board - Piercing corporate veil - Evidence did not indicate that three corporations shared such degree of common ownership, direction and control that for labour relations purposes they should be treated as one employer. (D.B.) p. 958; LRB File No. 259-86.
Bramet Industries Ltd., U.A., Local 179, [1987] Jan. Sask. Labour Rep. 35.

COMMON EMPLOYER — continued

Employer - Civic employer - WhetMr Town of Moosomin is employer of employees working for Moosomin Parks and Recreation Board - Board holds that Moosomin Parks and Recreation Board is separate entity and Town of Moosomin is not employer. (B.B.) p. 1287; LRB File No. 038-94.

Town of Moosomin and C.U.P.E., Local 3737, [1994] 2nd Quarter Sask. Labour Rep. 92.

Employer - Inter-relationship or association between two companies is relevant factor for Board to consider in successorship proceedings under s. 37 of *The Trade Union Act*. (D.B.) p. 423; LRB File Nos. 199-84, 201-81, 202-84 & 204-84.

Cana Construction Co. Ltd., U.B.C.J.A., Locals 1805 and 1990, Pan-Western Construction Ltd., Buchner Construction Inc., 309588 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29.

Employer - Related companies - Is no provision in *The Trade Union Act* enabling Board to treat associated companies as single employer. (D.B.) p. 810; LRB File No. 330-84.

Graltam Construction, U.B.O.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Employer - Related companies - Three corporations were named as employer in same certification order when their industrial relations were so intertwined as to make them inseparable. (R.H.) p. 513 LRB File No. 189-91.

Prairie Pipeline Ltd., C.G.W.U., Local 180, [1991] 4th Quarter Sask. Labour Rep. 73.

Employer - Related companies - Without legislative authority Board is unable to treat two corporations as one employer. (D.B.) p. 55; LRB File Nos. 029-85 & 030-85.

Parkland Drywall Ltd., Carpenters Provincial Council of Saskatchewan, [1985] July Sask. Labour Rep. 39.

Employer - Section 2(g)(iii) of *The Trade Union Act* - Board refused to certify as employer contractor who sub-contracted carpentry work to other employer - Contract was one to supply services to principal, not employees. (C.P.) ; LRB File No. 318-74.

Telmed Construction Ltd., U.B.C.J.A., Local 1867, [1976] Aug. Sask. Labour Rep. 31.

CONSTITUTIONAL LAW

Jurisdiction of Board- Aeronautics- Fire bomber pilots employed by Provincial Government fall under Provincial jurisdiction. (B.B.) p. 391; LRB File No. 164-92.

Government of Saskatchewan, S.G.E.U., Canadian Association of Fire Bomber Pilots and Stockdale, [1993] 1st Quarter Sask. Labour Rep. 202.

Jurisdiction of Board- Court of competent jurisdiction - Board considers whether or not it is court of competent jurisdiction within meaning of *The Charter of Rights and Freedoms*. (D.B.) p. 357; LRB File No. 115-84.

United Masonry Construction Ltd., I.U.B.A.C., Local 13, [1984] Oct. Sask. Labour Rep. 37.

Jurisdiction of Board - Federally incorporated insurance company - Board has jurisdiction over federally incorporated companies - Insurance falls within provincial jurisdiction and not within jurisdiction of Canada Labour Relations Board. (N.S.) p. 62; LRB File No. 661-77.

Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

CONSTITUTIONAL LAW — continued

- Jurisdiction of Board - Federally incorporated trust company - Trust company is not bank and is not within jurisdiction of Canada Labour Relations Board. (N.S.) p. 62; LRB File No. 661-77.
Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union. [1978] May Sask. Labour Rep. 37.
- Jurisdiction of Board - Indian band council - Board has jurisdiction for labour relations purposes over Indian Band Council and Indians. (N.S.) p. 328; LRB File No. 185-80.
Whitebear Band Council, Carpenters Provincial Council of Saskatchewan, [1981] Apr. Sask. Labour Rep. 38.
- Jurisdiction of Board - Interprovincial pipeline - Board distinguished between management operation and control of interprovincial pipeline which is federal, and its construction, which falls within provincial jurisdiction - Key test is whether work is integral and vital part of operation of federal work and, therefore, under jurisdiction of Canada Labour Relations Board - Mere construction is not equal to operation or control. (N.S.) p. 108; LRB File No. 422-77.
Henuset Rentals Ltd., U.A., [1977] Oct. Sask. Labour Rep. 32.
- Jurisdiction of Board - Territorial jurisdiction - Board held that it had jurisdiction to certify all-employee unit of employer who performed work in two provinces when "pith and substance" of undertaking is in Saskatchewan. (D.B.) p. 412; LRB File No. 011-84.
City of Lloydminster, C.U.P.E., Local 015, [1985] Jan. Sask. Labour Rep. 33.
- Jurisdiction of Board - Territorial jurisdiction - Lloydminster - Interprovincial bargaining unit cannot be granted unless other province has ceded jurisdiction to Saskatchewan - Employees employed in Alberta fall under jurisdiction of Alberta Labour Relations Board - Employees employed in Saskatchewan fall under jurisdiction of Saskatchewan. (J.H./R.H.) p. 219; LRB File No. 013-90.
Lloydminster School Division, C.U.P.E., Local 3432, [1990] Winter Sask. Labour Rep. 70.
- Jurisdiction of Board - Transfer across constitutional lines - Transfer of business from employer in provincial jurisdiction to employer under federal jurisdiction is not governed by successor rights provisions in *The Trade Union Act* of Saskatchewan - Board has no jurisdiction over transferee. (J.H./D.B.) p. 1203; LRB File No. 029-87.
Bronco Rentals and Leasing Ltd., C.B.R.T., [1987] Nov. Sask. Labour Rep. 47.
- Jurisdiction of Board - Trucking company connecting one province to another within meaning of s. 92(10)(a) of *Constitution Act, 1867* is subject only to jurisdiction of Canada Labour Relations Board - Test is whether activity is continuous and regular - Is not necessary that majority of business be extra-provincial or that it be regularly scheduled - Extra-provincial work may comprise small percentage of total. (J.H./D.B.) p. 1203; LRB File No. 029-87.
Bronco Rentals and Leasing Ltd., C.B.R.T., [1987] Nov. Sask. Labour Rep. 47.
- Jurisdiction of Board - Uranium mine - Catering and housekeeping services are not essential or integral part of federal undertaking - Catering contractor falls under provincial jurisdiction - Authorities and principles reviewed. (J.H./B.B.) p. 22; LRB File No. 018-92.
Six Seasons Catering Ltd., U.S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 80.

CONSTRUCTION INDUSTRY

Appropriate bargaining unit - Bargaining units established by Board in *Newbery Energy Ltd.* case are reaffirmed as appropriate. (R.f.d.) p. 625; (B.B.) p. 593; LRB File No. 096-91.

Sterling Crane - A Division of Procrane Inc., I.A.B.S.O.I.W., Local 77L [1992] 2nd Quarter Sask. Labour Rep. 51

Appropriate bargaining unit - Craft unit or all-employee unit - Whether craft unit or all-employee unit is appropriate where employee asserts that employees are multi-skilled - Necessity of evidence that employees are multi-skilled and not operating along traditional craft lines - General policy of Board is to certify along traditional craft lines in construction industry. (D.B.) p. 61; LRB File No. 107-83.

A. V. Concrete Forming Systems Ltd., Carpenters Provincial Council of Saskatchewan, [1983] Nov. Sask. Labour Rep. 35.

Appropriate bargaining unit - Craft unit or all-employee unit - Whether employees are multi-skilled employee or traditional tradesman - Test is where employee has worked for majority of his or her time during reasonable representative period of time prior to application - Policy of Board favours traditional craft units in construction industry. (D.B.) p. 16; LRB File No. 106-83.

K.A.C.R. (A Joint Venture), I.U.O.E., Local 870, [1983] Sept. Sask. Labour Rep. 37.

Appropriate bargaining unit - Geographic scope - Province-wide unit - Board must balance right of future employees to choose bargaining representative against need to ensure bargaining units viability - Board is inclined to certify province-wide whenever geographic scope of employer's operation covers all or significant portion of province - Should be reasonable correlation between geographic scope of unit and operation. (D.B.) p. 670; LRB File No. 274-85.

Industrial Welding (1975) Limited, U.S.W.A., [1986] Feb. Sask. Labour Rep. 45.

Appropriate bargaining unit - Managerial exclusion - Board finds employee to be integral part of management notwithstanding fact on occasion he works with tools. (D.B.) p. 264; LRB File No. 445-83.

Hagblom Construction (1974) Ltd., I.V.B.A.C., Local 3, [1984] June Sask. Labour Rep. 42.

Appropriate bargaining unit - Managerial exclusion - Lead-hand who supervises, does inventory and record keeping but who has authority to hire, fire or discipline is found by Board to be employee within meaning of Act. (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co. - Cufada, A Division of Harsco Canada Ltd., U.B.C.J.A., Local 1985, [1993] 3rd Quarter Sask. Labour Rep. 98.

Appropriate bargaining unit - Pipeline construction - Standard craft units for operating engineers and labourers are designated - All employee unit is not appropriate. (R.H.) p. 489; LRB File Nos. 146-91, 188-91 & 195-91.

Henuset Pipeline Construction Ltd., I.U.O.E., Construction and General Workers, and General Workers of Canada, Local 11, [1991] 4th Quarter Sask. Labour Rep. 64.

Appropriate bargaining unit - Project element - Project certification is refused - Standard craft unit is granted - Scope clause in project agreement is not determinative of geographic scope for bargaining unit when union subsequently applies for certification, unless is evidence that parties intended scope clause in project agreement to apply to subsequent application for certification. (R.H.) p. 625; (B.B.) p. 593; LRB File No. 096-91.

Sterling Crane - A Division of Procrane Inc., I.A.B.S.O.I.W., Local 771, [1993] 2nd Quarter Sask. Labour Rep. 100. (Original decision was set aside by Queen's Bench and remitted back to Board).

CONSTRUCTION INDUSTRY — continued

Appropriate bargaining unit - Project certification is rejected - Geographic boundaries of bargaining unit are broadly defined in construction - Scope clause in pre-existing project agreement is not binding on union in certification application when is no evidence that parties intended scope clause in agreement to apply to application for certification - Certification of union for normal craft unit does not release union from obligations under project agreement. (B.B.) p. 859; LRB File No. 270-91.

Sparrow Electric Corporation, I.B.E.W., Local 529, [1993] 4th Quarter Sask. Labour Rep. 79.

Appropriate bargaining unit - Scaffolding yard at upgrader - Carpenters' craft unit is granted even though employees are not directly involved in erecting or dismantling of scaffolding at construction site. (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co. -Canada, A Division of Harsco Canada Ltd., U.B.C.J.A, Local 1985, [1993] 3rd Quarter Sask. Labour Rep. 98.

Appropriate bargaining unit- Standard construction unit- Foremen are included in unit even though employer applies that term to employees who exercise managerial responsibility - Board sees no need to alter standard unit description to accommodate employer's choice of titles. (J.H./D.B.) p. 1109LRB File No. 216-86.

Central Asphalt Ltd., I.U.O.E., Local 870, [1987] July Sask. Labour Rep. 37.

Appropriate bargaining unit - Standard unit description for trades in construction industry are set forth by Board - No substantial deviation will be allowed except in special circumstances established by evidence. (N.S.) p. 215; LRB File No. 114-79.

International Erectors & Riggers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.

Appropriate bargaining unit- Standard unit description set for plumbers. (N.S.) p. 546; LRB File No. 135-79.

ICS Western Construction Ltd., U.A., Local 179, [1980] May Sask. Labour Rep. 62.

Appropriate bargaining unit - Standard unit descriptions are not intended to add to or infringe upon jurisdiction of particular trades - Jurisdictional disputes should be taken to Impartial Jurisdictional Disputes Board for construction industry - Board is not proper forum. (N.S.) p. 297; LRB File No. 130-80.

A/ron Electric Ltd., I.B.E.W., Local 529 and Construction and General Workers' Union. Local 890, [1980] Oct. Sask. Labour Rep. 34.

Appropriate bargaining unit- Statement of employment- To determine whether an employee belongs to craft unit Board examines job functions for reasonably representative period of time to determine prime focus of work. (D.B.) p. 1281; LRB File No. 206-87.

Workforce Construction Ltd., C.G.W.U., Local 890, [1988] Fall Sask. Labour Rep. 39.

Appropriate bargaining unit- Unit description of electricians changed to add electrical workers. (N.S.) p. 546; LRB File No. 135-79.

JCS Western Construction Ltd., U.A., Local 179, [1980] May Sask. Labour Rep. 62.

Appropriate bargaining unit- Welders are common to many trades - Welders are not included in any building trade unit description. (N.S.) p. 546; LRB File No. 135-79.

JCS Western Construction Ltd., U.A., Local 179, [1980] May Sask. Labour Rep. 62.

CONSTRUCTION INDUSTRY — continued

- Build-up principle - Principle is rarely applied in construction industry. (D.B.) p. 16; LRB File No. 106-83.
K.A. C.R. (A Joint Venture), I.U.O.E., Local 870, [1983] Sept. Sask. Labour Rep. 37.
- Certification - Amendment - Board has no jurisdiction to reconsider matter previously determined - Amendments in nature of appeal are beyond Board's jurisdiction. (D.B.) p. 410; LRB File No. 342-84.
K.A.C.R. (A Joint Venture), [1985] Jan. Sask. Labour Rep. 41.
- Certification - Bar - Bankruptcy of employer is not bar to certification. (B.B.) p. 859; LRB File No. 270-91.
Sparrow Electric Corporation, I.B.E.W., Local 529, [1993] 4th Quarter Sask. Labour Rep. 79.
- Certification - Bar - Lack of employees at time of hearing is not bar to certification. (B.B.) p. 859; LRB File No. 270-91.
Sparrow Electric Corporation, I.B.E.W., Local 529, [1993] 4th Quarter Sask. Labour Rep. 79.
- Certification - Bar - Whether designations under s. 9 of *The Construction Industry Labour Relations Act* determine bargaining agent in trade divisions to exclusion of other trade unions - Board deciding that this is effect of provisions of that statute. (B.B.) p. 1302; LRB File Nos. 019-94, 020-94 & 021-94.
Emerald Oilfield Construction Ltd., Canadian Iron, Steel and Industrial Workers Union, [1994] 2nd Quarter Sask. Labour Rep. 105.
- Certification - Improper organizing tactics - Coercion - Board refused to order vote under s. 6(1) of *The Trade Union Act* even though union had over 25% support. (D.B.) p. 139; LRB File No. 351-83.
J. MacKenzie Camp Service Ltd., H.E.R.E., Local 767, [1984] Mar. Sask. Labour Rep. 32.
- Certification - Improper organizing techniques by union - Board may disregard evidence of support or direct representation vote where union uses improper tactics - Low initiation fee to encourage support is not improper as it does not diminish employees' ability to make enlightened choice. (D.B.) p. 218; LRB File No. 275-83.
K.A.C.R. (A Joint Venture), I.U.O.E., Local 870, [1984] May Sask. Labour Rep. 33.
- Certification - Jurisdiction of Board - Interprovincial pipeline - Board distinguished between management operation and control of interprovincial pipeline, which is federal, and its construction which falls within provincial jurisdiction - Key test is whether work is integral and vital part of operation of federal work and, therefore, under jurisdiction of Canada Labour Relations Board - Mere construction is not equal to operation or control. (N.S.) p. 108; LRB File No. 422-77.
Henuset Rentals Ltd., U.A., [1977] Oct. Sask. Labour Rep. 32.
- Certification - Jurisdiction of Board - Uranium - Caterer at uranium mine - Catering and housekeeping services are not essential or 'integral part of federal undertaking - Catering contractor falls under provincial jurisdiction (J.J.H./B.B.) p. 22; LRB File No. 018-92.
Six Seasons Catering Ltd., S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 80.

CONSTRUCTION INDUSTRY — continued

- Certification - Membership evidence - Board applies test used in other industries - Membership in union and support for union as bargaining representative are not same - Mere evidence of union membership may not be adequate unless inference of support for union as bargaining agent can be drawn. (D.B.) p. 218; LRB File No. 275-83.
K.A.C.R. (A Joint Venture), J.U.O.E., Local 870, (1984) May Sask. Labour Rep. 33.
- Certification - Membership evidence - Board refused to consider support filed by carpenters who did not hold certificate under *Apprenticeship and Tradesmen Qualification Act*. (N.S.) p. 287; LRB File No. 114-80.
Charter Construction Limited, Carpenters Provincial Council of Saskatchewan, [1980] Sept. Sask. Labour Rep. 34.
- Certification - Membership evidence - Certification order provides conclusive evidence that union represents majority of employees in unit. (D.B.) p. 363; LRB File Nos. 237-84, 238-84 & 239-84.
Clark Roofing (1964) Ltd, S.M.W.I.A., Local 296, Westeei-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46,
- Certification - Membership evidence - Declaration of membership is not substitute for evidence of employee support - Union cannot obtain automatic certification based on declaration of membership without vote. (D.B.) p. 1357; LRB File No. 034-88,
Shragge-Rebar Mfg. Ltd, I.A.B.S.O.I.W.U., Local 771, [1988] Fall Sask. Labour Rep. 96.
- Certification - Membership evidence - Declaration of membership is not substitute for evidence of employee support and cannot enable certification without vote. (D.B.) p. 1285; LRB File No. 253-87.
Workforce Construction Ltd, U.B.C.J.A., Local 1990, [1988] Fall Sask. Labour Rep. 42.
- Certification - Membership evidence - Petition form of support rejected - Petition is any evidence of support signed by more than one employee - Individual cards are required. (D.B.) p. 1326; LRB File No. 072-88.
Metal Fabricating and Construction Ltd., J.B.B., [1988] Fall Sask. Labour Rep. 53.
- Certification - Membership evidence - Union membership cards are not sufficient as evidence of support for certification application. (R.H.) p. 489; LRB File Nos. 146-91, 188-91 & 195-91.
Henuset Pipeline Construction Ltd, I.U.O.E., C.G.W.U. and General Workers of Canada, Local 1, [1991] 4th Quarter Sask. Labour Rep. 64.
- Certification - Membership evidence - Union requesting leave to file additional evidence of employee support - Board refusing leave to file evidence dated after application filed. (B.B.) p. 1716; LRB File No. 181-94.
Marquardt Mechanical Ltd., U.A., [1994] 4th Quarter Sask. Labour Rep. 83.
- Certification - Membership evidence - Usual practice of Board is to disregard support or withdrawal of support that post-dates certification application. (D.B.) p. 240; LRB File No. 368-83.
K.A.C.R. (A Joint Venture), C.G.W.U., Local 890, [1984] May Sask. Labour Rep. 43.
- Certification - Practice and procedure - Amendment of application - Whether amendment would alter nature of application - Board deciding that amendment would not fundamentally alter application - Amendment is allowed, designated employer is given time to file reply and statement of employment. (B.B.) p. 1752; LRB File No. 164-94.
Wolfe Construction Ltd, U.B.C.J.A., Local 1985, [1994] 4th Quarter Sask. Labour Rep. 116.

CONSTRUCTION INDUSTRY — continued

Certification - Practice and procedure - Competing certification applications - Second application was filed before hearing of first application - Status of second union to seek certification or vote between two unions depends on whether its support pre-dates or post-dates date on which first application filed - If second union's support pre-dates filing of first application Board will grant second union status and Board may order vote - Board will not order vote if one union has overwhelming support. (RjH.) p. 24; LRB File No. 187-89.

Penn-Co Construction Ltd., I.U.O.E., Local 870 and Construction Workers Association, Local 151, [1990] Summer Sask. Labour Rep. 39.

Certification - Practice and procedure - Competing certification applications - Where second application is filed, whether by intervention or new application, before first application is decided, Board will only consider support for second application if it was gathered prior to date of first application was filed - Subsequent evidence is rejected. (D.B.) p. 854; LRB File Nos. 033-86 & 044-86.

Salem Industries Canada Ltd., Construction Workers Association, Local 151, [1986] June Sask. Labour Rep. 69.

Certification - Practice and procedure - Competing certification applications are heard in order filed - Subsequent applications are dismissed unless prior application unsuccessful. (R.H.) p. 544; LRB File Nos. 255-91, 267-91, 274-91 & 303-91.

Tanar Lloydminster Maintenance Ltd., J.B.B., U.B.C.J.A., Local 1985, C.G.W.U., Local 890 and E.C.W.U., Local 649, [1992] 1st Quarter Sask. Labour Rep. 56.

Certification - Practice and procedure - Name of employer - Board granted union's application to amend certification application by substituting different corporation for corporation named as employer. (J.H./D.B.) p. 998 LRB File No. 283-86.

Lockerbie Management Ltd., U.B.C.J.A., Local 1021, [1987] Apr. Sask. Labour Rep. 44.

Certification - Practice and procedure - Name of employer - Where wrong corporate entity is named as employer in certification application, Board will allow union to amend application by substituting correct corporate entity. (J.H./D.B.) p. 956; LRB File No. 213-86.

Concorde Group of Companies Inc., U.F.C.W., Local 1400, [1987] Jan. Sask. Labour Rep. 40.

Certification - Practice and procedure - Name of employer - Whether union's request for amendment of name of employer was attempt to include two employers in one application - Board satisfied union only wished to name one employer - Amendment allowed to correctly state name of employer. (B.B.) p. 1752 LRB File No. 164-94.

Wolfe Construction Ltd., U.B.C.J.A., Local 1985, [1994] 4th Quarter Sask. Labour Rep. 116.

Certification - Practice and procedure - Notice of certification proceedings given to South Saskatchewan Building and Construction Trades Council constitutes notice to its members. (D.B.) p. 479 LRB File No. 4B5-84.

Mollad Contractors Ltd., I.B.E.W., Local 2038 [1985] Apr. Sask. Labour Rep. 49.

Certification - Practice and procedure - Statement of employment - Agreement to statement of employment on one application does not estop person from challenging statement of employment on separate application. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Canada Ltd., I.A.B.S.O.I.W.U., Local 771 and Construction Workers Association, Local 151, [1986] July Sask. Labour Rep. 40.

CONSTRUCTION INDUSTRY — continued

Certification - Practice and procedure- Statement of employment - Criteria for determining whether employee is part of unit applied for and eligible to vote is to determine where employee works for majority of time and whether employee's work is traditionally associated with unit - Board also considers if employee has been so employed for reasonably representation period of time prior to application. (D.B.) p. 240; LRB File No. 368-83.

K.A.C.R. (A Joint Venture), C.G.W.U., Local 890, [1984] May Sask. Labour Rep. 43.

Certification - Practice and procedure - Statement of employment - Inaccurate statement of employment - Accuracy is fundamental to Board and is not in employer's interest to file inaccurate or misleading statement of employment. (D.B.) p. 56; LRB File No. 140-83.

A.V. Concrete Forming Systems Ltd., Operative Plasterer's and Cement Masons International Association of United States and Canada, Local 442, [1983] SepL Sask. Labour Rep. 49.

Certification - Practice and procedure - Statement of employment - Inaccurate statement of employment - Accurate statement of employment is fundamental to Board's practice - Board will not tolerate attempts to file misleading statement of employment. (N.S.) p. 215; LRB File No. 114-79.

International Erectors c/o Riggers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.

Certification - Practice and procedure - Statement of employment - Layoff - Board has consistently taken view that employees who are not employed on date application for certification is filed do not participate in representation question - Employees laid off for lack of work and given termination slip and vacation pay prior to date application filed, despite fact that they may be offered re-employment when employer has need, which they may or may not accept, is not sufficient to make them employees on date application filed. (RH.) p. 19; LRB File Nos. 166-89, 193-89, 194-89, 195-89, 214-89, 215-89 & 216-89.

Metal Fabricating Services Ltd., I.A.B.S.O.I.W.U., Local 838, [1990] Spring Sask. Labour Rep. 70.

Certification - Practice and procedure - Statement of employment - Layoff - Employees on layoff do not participate in representation question unless there are exceptional circumstances. (J.H./D.B.) p. 1859; LRB File No. 137-89.

Isayew Contracting Ltd., I.W.A. - Canada, Local 1-184, [1989] Winter Sask. Labour Rep. 74.

Certification - Practice and procedure - Statement of employment - Out-of-province employees are not eligible to participate in representation issue. (R.H.) p. 489; LRB File Nos. 146-91, 188-91 & 195-91.

Henuset Pipeline Construction Ltd., I.U.O.E., C.G.W.U., and General Workers of Canada, Local 1, [1991] 4th Quarter Sask. Labour Rep. 64.

Certification - Practice and procedure - Statement of employment - Out-of-province salesperson employed in Alberta but who occasionally monitors service provided to customers in Saskatchewan is not employee within bargaining unit. (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co. - Canada, A Division of Harsco Canada Ltd., U.B.C.J.A., Local 1985, [1993] 3rd Quarter Sask. Labour Rep. 98.

CONSTRUCTION INDUSTRY continued

Certification - Practice and procedure- Statement of employment - Primary focus of work determines craft unit to which employee belongs. (D.B.) p. 1443:LRB File No. 172-88.

Refrigeration Installations, a Division of Beaver Engineering Ltd., Canadian Association of Industrial, Mechanical and Allied Workers, Local 11, [1989] Spring Sask. Labour Rep. 58.

Certification - Practice and procedure - Statement of employment - Test applied to determine if employee is in craft unit is to determine what was main focus of work for reasonably representative period of time prior to filing of application for certification. (J.H.I.R.H.) p. 660: LRB File No. 307-91.

Vector Construction Ltd., Operative Plasterers and Cement Masons, Local 442, [1992] 2nd Quarter Sask. Labour Rep. 82.

Certification - Practice and procedure, - Statement of employment - To determine whether employee belongs to craft unit Board considered job functions for reasonably representative period of time to determine prime focus of work. (D.B.) p. 1281; LRB File No. 206-87.

Workforce Construction Ltd., C.G.W.U., Local 890, [1988] Fall Sask. Labour Rep. 39.

Certification - Practice and procedure - Statement of employment - Tradesmen - Main focus of their work determines craft jurisdiction - Board considers actual work performed rather than intended work. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Canada Ltd., I.A.B.S.O.I.W.U, Local 771 and Construction Workers Association, Local 151, (1986) July Sask. Labour Rep. 40.

Certification - Practice and procedure - Statement of employment - Whether employee is within or without unit applied for is determined on basis of whether employee was working in or outside unit on date application was filed. (N.S.) p. 334: LRB File No. 259-80.

Kenting Oilfield Services Ltd., (unreported).

Certification - Status - Board has jurisdiction to inquire into validity of its previous certification orders - Finding by Board that entity is not trade union has no effect upon previous certification orders obtained by that entity - Certification orders are valid until quashed by court of competent jurisdiction. (D.B.) p. 391; LRB File No. 236-84.

Wm. Clark Interiors Ltd. & Wm. Clark Interiors (Sask.) Ltd., Carpenters Provincial Council of Saskatchewan, [1984] Nov. Sask. Labour Rep. 43.

Certification - Status - Carpenters' Provincial Council is not trade union - Finding has no effect on previous certification orders issued to Council. (D.B.) p. 545; LRB File No. 437-84.

Brown & Root Ltd., Carpenters Provincial Council of Saskatchewan, [1985] July Sask. Labour Rep. 29.

Certification - Status - Certification order is conclusive and cannot be attacked in collateral proceedings. (D.B.) p. 479: UW File No. 435-84.

Monad Contractors Ltd., I.B.E.W., Local 2038 [1985] Apr. Sask. Labour Rep. 49.

Certification- Variance- Scope of certification order may be changed by collective bargaining process. (N.S.) p. 215; LRB File No. 114-79.

International Erectors & Riggers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.

CONSTRUCTION INDUSTRY — continued

Collective agreement - Abandonment - Board held that union abandoned bargaining rights through 22 years of inactivity because of erroneous assumption employees represented by another local (D.B.) p. 454; LRB File No. 331-84.

Aim Electric, Morin and I.B.E.W., Local 529, [1985] Feb. Sask. Labour Rep. 27.

Collective agreement - Abandonment - Board holds that unreasonably long period of inactivity by union without satisfactory explanation will result in finding that union has abandoned its bargaining rights. (D.B.) p. 209 LRB File No. 302-83.

Wappel Concrete and Construction Ltd., I.U. O.E., Local 870, [1984] Apr. Sask. Labour Rep. 33.

Collective agreement - Application of agreement filed with Minister of Labour - Board deciding application of agreement is not dependent on choice among several agreements by union. (B.B.) p. 1059; LRB File Nos. 158-93 & 176-93.

Dominion Company Inc., PCL Industrial Constructors Ltd., I.U.O.E., Local 870 and U.B.C.J.A., Local 1985, [1994] 1st Quarter Sask. Labour Rep. 146.

Collective agreement - Clause - Unilateral change to wages constitutes unfair labour practice under s. 11(1)(c) of *The Trade Union Act* - Agreement is in force either by virtue of its terms or s. 4(c) of *The Construction Industry Labour Relations Act*. (D.B.) p. 363 LRB File Nos. 237-84, 238-84 & 239-84,

Clark Roofing (1964) Ltd., I.U. O.E., Local 870, [1984] Apr. Sask. Labour Rep. 33.

Collective agreement - Clause - Unilateral reduction in wages while collective agreement is in force is violation of s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 391; LRB File No. 236-84.

Wm. Clark Interior Ltd. & Wm. Clark Interiors (Sask.), Carpenters Provincial Council of Saskatchewan, [1984] Nov. Sask. Labour Rep. 43.

Collective agreement - Collective agreement must be in writing and set forth terms and conditions of employment - Actual execution is not always necessary - Intention of parties is of fundamental importance and it can be gathered from what they have done - If ratification is made condition precedent, it must occur or be waived. (D.B.) p. 1861; LRB File No. 092-88.

Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 4L

Collective agreement - Contracting out of *The Construction Industry Labour Relations Act* - Parties cannot contract out of statutes passed for public interest. (D.B.) p. 105; LRB File No. 028-83.

Saskatchewan Construction Labour Relations Council, Inc., Glaziers Trade Div. • Unionized Glass & Architectural Metal Contractors Association Saskatchewan Inc. and International Brotherhood of Allied Trades, Glaziers Trade Division, [1984] Apr. Sask. Labour Rep. 38.

Collective agreement - Memorandum of settlement stipulates that collective bargaining agreement will subsequently be prepared and signed subject to ratification by employees - Board found document to constitute binding collective bargaining agreement where parties intended it to be, notwithstanding fact that formal agreement was never prepared or ratified. (D.B.) p. 1861; LRB File No. 092-88.

Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.

CONSTRUCTION INDUSTRY continued

- Collective agreement - Notice to terminate - Collective agreement is not in force within meaning of s. 5(k)(1) of *The Trade Union Act* after notice to terminate is served - Terms and conditions of employment are by implication unchanged from those in collective agreement. (D.B.) p. 1375; LRB File No. 143-88.
Interprovincial Concrete Construction Co. Ltd., C.G.W.V., Local 890, [1988] Winter Sask. Labour Rep. 55.
- Collective agreement - Notice to terminate - Collective agreement remains in effect under s. 4(c) of *The Construction Industry Labour Relations Act* notwithstanding fact that notice to terminate was served in accordance with s. 3(4) of *The Trade Union Act* - Section 11(1)(m) of *The Trade Union Act* is inapplicable. (D.B.) p. 1115 LRB File No. 077-87.
Metal Fabricating and Construction Ltd., Millwrights, Machine Erectors and Maintenance Union, Local 1021, [1987] Autumn Sask. Labour Rep. 41.
- Collective agreement - Notice to terminate - In interval between expiry of agreement and conclusion of new agreement terms and conditions of employment are same as in terminated agreement unless altered in accordance with s. 11(1)(m) of *The Trade Union Act*. (D.B.) p. 1861; LRB File No. 092-88.
Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.
- Collective agreement - Notice to terminate - No collective bargaining agreement is in existence within meaning of s. 5(k) of *The Trade Union Act* after notice to terminate is served. (D.B.) p. 1861; LRB File No. 092-88.
Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.
- Collective agreement - Notice to terminate - Notwithstanding service of notice to terminate, terms and conditions are implicitly maintained until employer complies with duty to bargain collectively respecting changes. (D.B.) p. 10; LRB File No. 330-84.
Graham Construction Ltd., B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.
- Collective agreement - Notice to terminate - Terms and conditions of employment continue by implication after notice to terminate is given until employer discharged duty to bargain collectively. (D.B.) p. 1115; LRB File No. 077-87.
- Collective agreement - Notice to terminate - Terms and conditions of employment continue by implication after notice to terminate is given until employer discharged duty to bargain collectively. (D.B.) p. 1115; LRB File No. 077-87.
Metal Fabricating and Construction Ltd., Millwrights, Machine Erectors and Maintenance Union, Local 1021, [1987] Autumn Sask. Labour Rep. 41.
- Collective agreement - Scope - Parties free to vary scope of certification order by collective bargaining. (N.S.) p. 215, LRB File No. 114-79.
International Erectors & Riggers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.
- Collective agreement - Security clause - Violation of union security provisions in collective agreement - Tradesmen hired off street in violation of collective bargaining agreement should not participate in determining union's presence in workplace. (D.B.) p. 810; LRB File No. 330-84.
Graham Construction Ltd., B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

CONSTRUCTION INDUSTRY — continued

Collective agreement- Whether "provincial agreements" concluded under previous *The Construction Industry Labour Relations Act* are in effect • Board reviewed legal status of collective agreements in construction industry from 1983 to present - Board decided collective agreements are in force in appropriate circumstances. (B.B.) p. 1059; LRB File Nos. 158-93 & 176-93.

Dominion Company Inc., PCL Industrial Constructors Ltd., LU.O.E., Local 870 and U.B.C.J.A., Local 1985, [1994] 1st Quarter Sask. Labour Rep. 146.

Collective agreement - Whether terms and conditions of terminated collective agreement in construction industry continue to have effect - Board deciding concept of "termination" in *The Construction Industry Labour Relations Act, 1992* is comparable to same concept in *The Trade Union Act*. (B.B.) p. 1059; LRB File Nos. 158-93 & 176-93.

Dominion Company Inc., PCL Industrial Constructors Ltd., I.U.O.E., Local 870 and U.B.C.J.A., Local 1985, [1994] 1st Quarter Sask. Labour Rep. 146.

Construction Industry Labour Relations Act (1979) • Act effectively substitutes employer for Employers' Council as party to collective agreement to same extent as if employer had signed agreement. (D.B.) p. 333; LRB File No. 209-84.

Wood Cogger (Skt.) Ltd., Carpenters Provincial Council of Saskatchewan and Hartnett. [1984] Aug. Sask. Labour Rep. 47.

Construction Industry Labour Relations Act (1979) • Onus on employer to show valid cogent reasons for existence of two related corporations, one unionized, other non-union and explain why work done: by union company is now done by non-union company under s. 17 of Act. (N.S.) p. 492; LRB File No. 269-82.

Gypsum Drywall (Northern) Ltd., Carpenters Provincial Council of Saskatchewan, [1982] Oct. Sask. Labour Rep. 49.

Construction Industry Labour Relations Act (1979) -Section 17 of Act does not apply to pre-existing company that merely continues to do same work it always did. (D.B.) p. 187; LRB File No. 215-83.

PCL Construction Limited & Fidelity Construction Limited, Saskatchewan Provincial Council of Carpenters and Fidelity Construction Ltd. (1984) Feb. Sask. Labour Rep. 38.

Construction Industry Labour Relations Act (1979) • Section 17 of Act is violated when significant purpose, though not necessarily only purpose, is to avoid collective agreement between representative employers' organization and union. (N.S.) p. 410; LRB File No. 525-81.

Hampel Construction Ltd. & Urban Construction Ltd., Carpenters Provincial Council of Saskatchewan, [1982] June Sask. Labour Rep. 55.

Construction Industry Labour Relations Act (1979) • Section 17 requires establishment of three elements - Performance by non-union corporation of work normally performed by unionized employer - Ownership or control of non-union corporation by unionized employer - Work is performed through non-union corporation to avoid provincial collective agreement - Board finds non-union corporation to be governed by collective agreement. (N.S.) p. 415; LRB file No. 530-81.

Days Paints Ltd., B.P.A.T., Daymart Coatings Ltd, and Marday Holdings Ltd., [1982] June Sask. Labour Rep. 52.

CONSTRUCTION INDUSTRY — continued

Construction Industry Labour Relations Act, 1992 - Fees are unenforceable as are not passed in accordance with representative employers' organization's own constitution. (J.H./B.B.) p. 954; LRB File Nos. 187-93 & 214-93.

Lockerbie & Hole Company Limited, CLR Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 179.

Construction Industry Labour Relations Act, 1992 - Representative employers' organization - Application by Saskatchewan Construction Labour Relations Council under s. 11 of *The Construction Industry Labour Relations Act* to replace Construction Labour Relations Association of Saskatchewan as "representative employers' organization" - Preliminary issues - Whether term "unionized employer" in *Act* can be interpreted to exclude employers linked to non-union spin-offs - Board making distinction between jurisdiction of Minister to make designation under s. 10 and jurisdiction of Board under s. 11 - Board deciding that Board cannot interpret term "unionized employer" to exclude those with ties to non-union spin-off, although spin-offs themselves may be excluded. (B.B.) pp. 1132 & 1393; LRB File No. 023-94.

Saskatchewan Construction Labour Relations Council, Inc., Construction Labour Relations Association of Saskatchewan and Saskatchewan Provincial Building and Construction Trades Council, [1994] 1st Quarter Sask. Labour Rep. 217; [1994] 2nd Quarter Sask. Labour Rep. 190.

Construction Industry Labour Relations Act, 1992 - Rival representative employers' organization counselled unionized employer not to tender fees and to ignore collective agreement concluded by designated employers' organization - Board holds that conduct constitutes interference of kind prohibited by s. 16(b) *of the Act*. (B.B.) p. 993; LRB File No. 147-93.

Saskatchewan Construction Labour Relations Council Inc., Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 202.

Construction Industry Labour Relations Act, 1992 - Section 29(1) requires all unionized employers, including those who are not members of representative employers' organization, to tender fees, including employers who have been denied membership. (J.H./B.B.) p. 954; LRB File Nos. 187-93 & 214-93.

Lockerbie & Hole Company Limited, CLR Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 179.

Construction Industry Labour Relations Act, 1992 - Summary conviction offence provision in s. 35 of *Act* confers no jurisdiction on Board. (B.B.) p. 993; LRB File No. 147-93.

Saskatchewan Construction Labour Relations Council Inc., Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 202.

Construction Industry Labour Relations Act, 1992 - Unionized employer may be denied membership in representative employers' organization on grounds developed by representative employers' organization - *Act* permits representative employers' organization to exclude unionized employers who operate in association with non-union employers. (J.H./B.B.) p. 954; LRB File Nos. 187-93 & 214-93.

Lockerbie & Hole Company Limited, CLR Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 179.

CONSTRUCTION INDUSTRY — continued

Construction Industry Labour Relations Repeal Act (1983) - Collective agreement is statutorily extended by s. 4(c) of Act until new agreement is reached notwithstanding notice to terminate is given - Unilateral changes in conditions of employment constitute unfair labour practice under s. 11(1)(c), but not violation of s. 11(1)(m). (D.B.) p. 363LRB File Nos. 237-84, 238-84 & 239-84.

Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.

Construction Industry Labour Relations Repeal Act (1983) - Collective agreement remains in effect notwithstanding notice to terminate is served in accordance with s. 33(4) of *The Trade Union Act*- Section 11(1)(m) is inapplicable. (D.B.) p. 1115; LRB File No. 077-87.

Metal Fabricating and Construction Ltd., Millwrights, Machine Erectors and Maintenance Union. Local 1021, [1987] Aug. Sask. Labour Rep. 41.

Construction Industry Labour Relations Repeal Act (1983) - Section 4(c) of *Repeal Act* continues collective agreement until new agreement is reached notwithstanding notice to terminate under s. 33(4) of *The Trade Union Act* is given- Unilateral change in agreement constitutes unfair labour practice under s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 333; LRB File No. 209-84.

Wood Cogger (Sktm.) Ltd., Carpenters Provincial Council of Saskatchewan and Hartnett, [1984] Aug. Sask. Labour Rep. 47.

Raid - Carve-out craft unit - As long as certification order is valid and subsisting and not quashed or abandoned it is conclusive and cannot be attacked in collateral proceedings. (D.B.) p. 479; LRB File No. 435-84.

Monad Contractors Ltd., I.B.E.W., Local 2038, [1985] Apr. Sask. Labour Rep. 49.

DECERTIFICATION

Abandonment - Board holds that union abandoned bargaining rights through 22 years of inactivity because of erroneous assumption employees were represented by another local. (D.B.) p. 454; LRB File No. 331-84.

Aim Electric, Morin and I.B.E.W., Local 529, [1985] Feb. Sask. Labour Rep. 27,

Abandonment - Board holds that unreasonably long period of inactivity by union without satisfactory explanation will result in finding that union has abandoned its bargaining rights. (D.B.) p. 209; LRB File No. 302-83.

Wappel Concrete and Construction Ltd., I.U.O.E., Local 870, [1984] Apr. Sask. Labour Rep. 33.

Abandonment - Principle applies only when certified union fails to bargain for whole unit or smaller group that itself constitutes appropriate unit. (D.B.) p. 648; LRB File No. 063-85.

Quill Plains Centennial Lodge, S.U.N., [1985] Dec. Sask. Labour Rep. 64.

Abandonment - Principle does not apply when union has completely failed to represent one classification out of larger bargaining unit for 39 years - Principle only applies to abandonment of entire bargaining unit or smaller group which itself constitutes appropriate unit. (B.B.) p. 3; LRB File No. 021-92.

Sitounavon Union Hospital, S.E.I.U., Local 336, [1992] 3rd Quarter Sask. Labour Rep. 77.

DECERTIFICATION — continued

Abandonment - Union that fails to actively carry out duty to bargain for employees it represents without satisfactory explanation will be found to have abandoned its bargaining rights. (D.B.) p. 1239; LRB File No. 072-8 .

VicWest Steel Inc., S.M.W.L ., Local296, [1988] Feb. Sask. Labour Rep. 55.

Abandonment - Union was certified for all-employee unit but made no attempt to represent employees in new program - Board dismissed application for certification of employees in new program by different union on grounds that two bargaining units resulted in inappropriate fragmentation and proliferation of bargaining units - Board must balance conflicting policy goals of industrial stability and facilitating employee access to collective bargaining. (B.B.) p. 80; LRB File No. 123-92.

Young Women's Christian Association, C.U.P.E., Local 1902-08 and S.E.I.U.. Local 333. [1992] 4th Quarter Sask. Labour Rep. 7J.

Application - Application was dismissed where employer hired employees in contravention of collective agreement- Support not truly representative of employees. (N.S.) p. 187; LRB File No. 307-78.

Shelter Industries Inc., (unreported).

Application - Effect of rescission on collective bargaining agreement - When trade union is decertified, collective agreement is replaced by individual contracts of employment - Terms are often similar to old collective agreement but lack collective terms. (D.B.) p. 1542; LRB File No. 131-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 51.

Application - Validity of application for rescission is not affected if applicant ceases to be employed after filing. (J.H./D.B.) p. 1158; LRB File No. 055-87.

Chi Chi's Restaurant Enterprises Ltd., H.E.R.E., Local 767, [1987] Oct. Sask. Labour Rep. 46.

Discretion of Board - Although Board has policy not to hear rescission applications during strike if following sufficient cooling off period, employees' express support for rescission, employees' wishes are considered paramount and Board will grant application. (D.B.) p. 54; LRB File No. 454-82.

Humboldt Electric Ltd., (unreported).

Discretion of Board - Board has policy against granting application during strike or lock-out as it constitutes interference in collective bargaining process - Application is dismissed. (N.S.) p. 513; LRB File No. 370-82.

Bridge City Electric (1981) Ltd., Oyck and I.E.E.W., Local 529, [1983] Feb. Sask. Labour Rep. 46.

Discretion of Board -Vote -Notwithstanding employer influence of kind that would normally result in dismissal, Board orders vote because of special circumstances including employees' emphatic support and union's poor effort to represent employees. (N.S.) p. 116; LRB File No. 250-77.

Western Roto Thresh Ltd., Rametz and U.S.W.A., [1977] June Sask. Labour Rep. 33.

Employer's application - Board does not entertain applications for rescission by employers. (N.S.) p. 364; LRB File No. 085-80

Westfair Foods Limited, V. C.W., [1981] Feb. Sask. Labour Rep. 66.

DECERTIFICATION — continued

Employer's application - Employer has right to apply for rescission - More important question is when Board will grant employer application - Application is not granted where employer carries on business through subcontractors and, therefore, has no employees. (D.B.) p. 1239; LRB File No. 072-87.

VicWest Steel Inc., S.M.W.I.A., Local296, 11988] Feb. Sask. Labour Rep. 55.

Employer's application - Employer is not entitled to have certification order rescinded because are no longer any employees in unit nor likely to be in future. (N.S.) p. 382; LRB File No. 144-81 .

Prince Albert Comprehensive High School Board, U.B.C.J.A., [1981] Sept. Sask. Labour Rep. 51.

Interference - Adverse influence is drawn where applicant is unable to give plausible reasons for application, is unable to explain legal costs and where overt encouragement from low level manager exists -Board finds no conflict between employees' right to choose whether or not to be represented by union and Board's right to temporarily remove that right when employer influence established. (J.H./R.H.) p. 205; LRB File No. 088-90.

Remai Investment Co. Ltd., Wilson and S.J.B.R.W.D.S.U., [1990] FaU Sask. Labour Rep. 97.

Interference - Although Board is reluctant to deprive employees of opportunity to vote, Board will not ignore purpose and intent of s. 9 - Employer's conduct over period of time was calculated to impede and defeat all efforts by union to serve employees and could not have helped but affect employees and ensure decertification application. (D.B.) p. 1426LRB File No. 045-88.

Western Automatic Sprinklers (1983) Ltd, Flaman and U.A. [1989] Spring Sask. Labour Rep. 45.

interference - Although Board must respect right of employees to choose whether to be represented by union, Board must also respect legislative intent of s. 9 which is intended to discourage employer participation even if result is to temporarily remove question from employees - Board will dismiss rescission application where influence is not likely to be eliminated by secret ballot vote. (J.H./D.B.) p. 1403; LRB File No. 143-88.

Interprovincial Concrete Construction Company Limited, Pepper and C.G.W.U., Local 890, [1989] Spring Sask. Labour Rep. 30.

Interference - Applicant's lawyer was permitted to meet with employees on company premises - Documents supporting application were circulated and signed on company premises - Applicant was off work much of month preceding application - Facts constitute tacit approval and encouragement by employer- Application dismissed. (N.S.) p. 322; LRB File No. 368-80.

Shelter Industries Inc., Cook and I.W.A., Local1-184, [1981] Mar. Sask. Labour Rep. 34.

Interference - Application is dismissed when employer paid applicant higher wages than in collective agreement. (N.S.) p. 312; LRB File No. 033-80.

Moose Jaw Sash and Door Co. (1963) Limited, McNutt and I.W.A., [1980] July Sask. Labour Rep. 37.

Interference - Board did not draw inference of management influence where applicant was union officer. (J.H./D.B.) p. 616; LRB File No. 158-85.

Arcade Auto Body Service Ltd, Markiewicz and C.B.R.T., Local 44, [1985] Oct. Sask. Labour Rep. 34.

DECERTIFICATION — continued

Interference - Board draws inference of management influence in absence of plausible explanation for bringing certification application. (D.B.) p. 353; LRB File No. 245-84.

United Masonry ConstructiLtd, Poberznek and I.U.B.A.C., Local 3, [1984] Oct. Sask. Labour Rep. 35.

Interference - Board holds that employer's conduct went well beyond being wilfully blind and deaf to organizing of anti-union support on employer's premises during working hours. (D.B.) p. 1215; LRB File No. 162-81

Remui investment Co. Ltd, Mandziak and S.J.B.R.W.D.S.U., [1987] Dec. Sask. Labour Rep. 35.

interference - Board holds that fact that applicant was living with manager to knowledge of other employees led to reasonable inference that employees would assume management would become aware of their support or lack of support. (N.S.) p. 196; LRB File No. 317-78.

Weshvard Motor Inn., (unreported).

Interference - Board refused to order vote when employer created climate of hostility and opposition to union designed to foster decertification. (J.H./B.B.) p. 770; LRB File No. 033-93.

WaterGroup Canada Ltd, Dreher, S.J.B.R.W.D.S.U. and Aquafine Water Inc., [1993] 3rd Quarter Sask. Labour Rep. 131.

Interference- Board will not find employer interference where there exists friendly working relationship between applicant and ~~and~~ and some cards are signed on company premises but without knowledge or consent of employer - Board also holds that interruption of bargaining for first agreement by legitimate sale of business is not improper conduct on part of employer. (J.H./B.B.) p. 890; LRB File No. 169-93.

Capital Pontiac Buick Cadpac GMC Ltd, U.S.W.A. and Monahan, [1993] 4th Quarter Sask. Labour Rep. 109.

Interference - Board will not order vote where employees breached union security provisions and employer provided open support and encouragement for decertification application. (R.H.) p. 126; LRB File No. 243-89

Johnson Controls Ltd, Sinnieveand U.A. Local 179, [1990] Fall Sask. Labour Rep. 49.

Interference - Employee paid wages higher than provided in collective agreement without reference to union- Application was dismissed. (N.S.) p. 356; LRB File No. 016-81.

Moose Jaw Sash and Door (1963) Ltd, I.W.A., [1981] May Sask. Labour Rep. 54.

Interference - Employer impeded and frustrated all efforts to bargain collectively which in turn led employees to apply for rescission - Application was dismissed. (N.S.) p. 395; LRB File No. 138-81.

Rite-Way Mfg. Co. Ltd, Rosiak and U.S.W.A., [1981] Sept. Sask. Labour Rep. 46.

Interference - Employer is not responsible for campaign by employee and member of bargaining unit unless Board finds employee is acting for or on behalf of employer. (J.H./R.H.) p. 613; LRB File No. 095-91.

Brandt Industries Ltd, U.S.W.A. and Boehmer, [1992] 2nd Quarter Sask. Labour Rep. 46.

DECERTIFICATION — continued

Interference- Employer's right to communicate is read subject to s. 9 which protects employees from employer influence - Employer influence prohibited by s. 9 is influence that compromises employees' ability to make informed reasoned decision so that their right to decide should be removed. (J.H./D.B.) p. 692; LRB FileNos. 221-85 & 275-85.

Little-Borland Ltd., U.B.C.J.A., Locall805 and Schan, [1986] Feb. Sask. Labour Rep. 55.

Interference - Even though nominal applicant decided to oppose union for reasons quite apart from employer influence, application was dismissed because of effect of employer's conduct on others who supported application. (D.B.) p. 1215;LRB File No. 162-87.

Remai Investment Co. Ltd., Mandziak and S.J.B.R.W.D.S.U., [1987] Dec. Sask. Labour Rep. 35.

Interference - Family relatives among employees is not in itself sufficient to lead to inference that application is tainted by management influence - Absence of any credible rationale for applying for rescission may support inference of management influence. (D.B.) p. 330; LRB File No. 225-84.

Ace Masonry Contractors Ltd., Pfefferle and Bricklayers and Masons International Union of America Union 3, [1984] Aug. Sask. Labour Rep. 45.

Interference - Improper campaign tactics by member of bargaining unit - Distinction must be made between comments and tactics by member of bargaining unit and comments and tactics of employer - Principles applicable to employer are not applicable to discussions between members of bargaining unit - Members of bargaining unit must have considerable freedom to discuss representation issue without fear of being charged with unfair labour practice. (J.H.I.R.H.) p. 613; LRB FileNo. 095-91.

Brandt Industries Ltd., U.S.W.A. and Boehmer, [1992] 2nd Quarter Sask. Labour Rep. 46.

Interference - Legislative purpose of s. 9 of *The Trade Union Act* is that decertification applications should be dismissed when employer's departure from reasonable neutrality in representation question results in application for decertification - Section 9 would be ignored if vote is ordered in such circumstances. (D.B.) p. 1215; LRB File No. 162-87.

Remai Investment Co. Ltd., Mandziak and S.J.B.R.W.D.S.U., [1987] Dec. Sask. Labour Rep. 35.

Interference - Past unfair labour practices by employer and difficult bargaining history are not sufficient reason to deny employees opportunity to vote by secret ballot. (D.B.) p. 1464LRB File No. 207-88.

Holiday Inn Ltd., S.J.B.R.W.D.S.U. and Reese, [1989] Spring Sask. Labour Rep. 72.

Interference- Sections 3 and 9 of *The Trade Union Act* are not inconsistent but complimentary - Board is reluctant to deprive employees of opportunity to express wishes by secret ballot, but Board will not ignore legislative purpose of s. 9 - Where employer's conduct leads to application or compromises ability of employees to decide Board will temporarily remove employees' right to decide by dismissing application. (J.H./R.R.) p. 51; LRB File No. 225-89.

Confederation Flag Inn (1989) Limited, Leavitt and U.F.C.W., Local 1400, [1990] Summer Sask. Labour Rep. 61.

Interference - Where applicant is on friendly terms with manager, fear by employees of betrayal to employer if they refused to support rescission application is reasonable and grounds for ordering vote. (J.H/B.B.) p. 760LRB File No. 169-93.

Capital Pontiac Buick Cadillac GMC Ltd., U.S.W.A. and Monahan, [1993] 3rd Quarter Sask. Labour Rep, 121.

DECERTIFICATION — *continui*

Interference - Whether application for rescission should be dismissed on basis that employee is initiating application exercising managerial authority or is perceived as representative of employer - Board deciding application should not be dismissed and ordering vote. (B.B.) p. 1253; LRB File No. 276-93.

Harmon International Industries Inc., U.S.W.A and Weathered, [1994] 2nd Quarter Sask. Labour Rep. 61.

Interference - Whether Board is justified in drawing inference of employer interference where is no direct evidence- Board deciding inference of employer interference could not be drawn - Vote ordered. (B.B.) p. 1800; LRB File No. 216-94.

Superior Hard Chrome /no, Tebb, McPherson and U.S.W.A., [1994] 4th Quarter Sask. Labour Rep. 16J.

Interference - Whether unfair labour practices of same employer at different location could be taken into account in determining rescission application - Board deciding that these unfair labour practices are relevant to assessing evidence on rescission application. (J.H./B.B.) p. 1082; LRB File Nos. 148-93, 151-93, 192-93, 193-93 & 194-93.

F.W. Woolworth Co. Ltd., U.F.C.W., Local 1400 and Johnson, [1994] 1st Quarter Sask. Labour Rep. 169

Partial - Abandonment of portion of bargaining rights - Employees in abandoned portion not eligible to vote on rescission application brought by employees in portion of unit for which bargaining rights have been retained - Employees hired off street in violation of agreement are not eligible to vote on rescission application. (D.B.) p. 454; LRB FileNo. 331-84.

Aim Electric Ltd., Morin and L.B.E.W., Local 1529, [1985] Feb. Sask. Labour Rep. 27.

Partial - Carve outs - Board refused to allow partial rescission and held there must be compelling reasons to fragment successful bargaining units - Interests of dissident minority must be balanced against interest of whole - Board will not permit small groups to move from one unit to another or in and out of larger units. (D.B.) p. 962; LRB File No. 003-86.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Local 454, Macdonalds Consolidated Ltd. and Zypchyn, [1986] May Sask. Labour Rep. 61.

Petition - Board dismisses rescission application where support filed in form of petition does not represent majority of employees in bargaining unit - Board questions if s. 10 of *The Trade Union Act* applies to rescission application. (C.P.)LRB File No. 302-74.

Mid-West Motors (1966) Ltd., Ewing and C.B.R.T., Local 44, [1976] Feb. Sask. Labour Rep. 38.

Practice and procedure - Application for rescission by employees of successor should be made under s. 5(k) and s. 37 of *The Trade Union Act* or s. 37 alone - Original order and employer are not affected by rescission. (D.B.) p. 314LRB File No. 105-84.

Inter-City Mechanical Ltd., Hudon and S.M.W.I.A., Local 296. [1984] Aug. Sask. Labour Rep. 32.

Practice and procedure - Board's policy is to determine composition of bargaining unit and support as of date of application for rescission. (D.B.) p. 571; LRB File No. 105-85.

Ens Construction Ltd., Ackerman and U.B.C.J.A., Local 1990, [1985] Aug. Sask. Labour Rep. 41.

DECERTIFICATION — continued

Practice and procedure - Eligibility to vote - Employee hired off street contrary to terms of collective agreement and s. 36 is not considered employees for purpose of determining representation questions. (D.B.) p. 576; LRB File Nos. 264-84 & 272-84.

Hampel Construction Ltd., Eadie and U.B.C.J.A., Local 1805, [1985] Aug. Sask. Labour Rep. 52.

Practice and procedure - Eligibility to vote - Employees allowed to vote because union did not establish employees were working in violation of union security provisions in collective agreement. (D.B.) p. 1329; LRB File No. 083-88.

572002 Saskatchewan Ltd., Betteridge and C.U.P.E., [1988] Fall Sask. Labour Rep. 75.

Practice and procedure - Eligibility to vote • Employees employed contrary to union security provisions in collective agreement are not entitled to participate in representation question. (R.H.) p. 126; LRB File No. 243-89.

Johnson Controls Ltd., Sinnaeve and U.A., Local 179, [1990] Fall Sask. Labour Rep. 49.

Practice and procedure - Eligibility to vote - Employees hired contrary to collective agreement are not eligible to vote - Employees hired in accordance with collective agreement but not terminated in accordance with union security clause are eligible. (D.B.) p. 314; LRB File No. 105-84.

Inter-City Mechanical Ltd., Hudon and S.M.W.I.A., Local 296, [1984] Aug. Sask. Labour Rep. 32.

Practice and procedure - Eligible to vote - Employees hired or continued in employment contrary to union security provisions of collective agreement even though provisions are different from union security clause in *The Trade Union Act* are not eligible to participate in representation question. (D.B.) p. 1426; LRB File No. 045-88.

Western Automatic Sprinklers (1983) Ltd., Flaman and U.A., [1989] Spring Sask. Labour Rep. 45.

Practice and procedure - Eligibility to vote - Employees on lay-off are not entitled to participate in representation question even though recall rights in collective agreement continue - Board considered whether employees have reasonable expectation of rejoining bargaining unit. (J.H/D.B.) p. 634; LRB File No. 067-85.

Northern Telecom Company Limited, Rintoul and Communications Workers of Canada. [1985] Oct. Sask. Labour Rep. 31.

Practice and procedure - Eligibility to vote - Replacement workers are not members of bargaining unit and are not eligible to participate in representation question. (R.H.) p. 307; LRB File No. 111-90.

Bird Machine Co., U.S.W.A., [1991] 1st Quarter Sask. Labour Rep. 39.

Practice and procedure - Eligibility to vote - Tradesmen hired off street in violation of collective agreement are not entitled to participate in rescission application. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction Ltd., U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Practice and procedure - Evidence of support for rescission must meet same criteria as support for certification - Proof in form of petition is unacceptable - Petition violates confidentiality - Public knowledge creates undue pressure- Individual cards are required. (N.S.) p. 199; LRB File No. 300-78.

Capri Motor Hotel, (unreported).

DECERTIFICATION — continued

Practice and procedure - Objection to vote - Board determined status of employee laid off on date of application and after date of vote and of employees who employer characterized as independent contractors until vote was taken, all who had taken part in vote - Board deciding that ballots of employees should be discounted. (B.B.) p. 1253; LRB File No. 276-93.

Harmon International Indwories Inc, U.S.W.A. and Weathered, L1994J 2nd Quarter Sask. Labour Rep. 227.

Practice and procedure - Proof that employer named in certification order remains employer within s. 2(g) of *The Trade Union Act* is not prerequisite to granting of application for rescission - Board's power under s. 5(k) 1 compulsory when called upon by party having legal right to apply for rescission. (D.B.) p. 671; LRB File No. 105-85.

Ens Construction Ltd., Ackerman and U.B.C.J.A., Local 1990, [1985] Aug. Sask. Labour Rep. 41.

Practice and procedure - Section 5(k)(ii) of *The Trade Union Act* - Applicant was employed by employer outside geographic scope of certification order on date application was filed and lacks status to bring application. (C.P); LRB File No. 196-74.

Bridge City Electric Ltd., Moncrief and I.B.E.W., Local 1529, [1975] Mar. Sask. Labour Rep. 49

Practice and procedure - Timeliness - After valid notice to terminate is served collective agreement is no longer in existence and open period is determined under s. 5(k)(ii) of *The Trade Union Act*. (D.B.) p. 581; LRB File No. 3B8-84.

Government of Saskatchewan, S.G.E.U. and Hanna, [1985] Aug. Sask. Labour Rep. 31.

Practice and procedure - Timeliness - Application by union to displace incumbent union must be made during open period set forth in s. 5(k) of *The Trade Union Act*. (D.B.) p. 342; LRB File No. 214-84.

Canada Safeway Limited, U.F.C.W. and S.J.B.R.W.D.S.U., Local 454, [1984] Oct. Sask. Labour Rep. 40.

Practice and procedure - Timeliness - For purpose of calculating "open periods" for filing of decertification application, Board considers date application is filed, not date it is sworn. (C.P); LRB File No. 196-74.

Bridge City Electric Ltd., Moncrief and I.B.E.W., Local 1529, [1975] Mar. Sask. Labour Rep. 49.

Practice and procedure - Timeliness - Open period is calculated from date of original certification order, not date of subsequent amendments. (J.H./B.B.) p. 890; LRB File No. 169-93.

Capital Pontiac Buick Cadillac GMC Ltd., U.S.W.A. and Monahan, [1993] 4th Quarter Sask. Labour Rep. 109.

Practice and procedure - Vote - Majority vote is not required - 50% for rescission application is sufficient. (D.B.) p. 349; LRB File No. 071-84.

Revelstoke Companies Ltd., Heckel and Construction and General Labourers, Local 890, [1984] Oct. Sask. Labour Rep. 56.

Practice and procedure - Vote - Quorum - Vote failed due to lack of quorum - Board granted application based on original support. (D.B.) p. 1312; LRB File No. 164-87.

Little Borland Ltd., U.B.C.J.A., Local 1805 and Schan, [1988] Fall Sask. Labour Rep. 55.

DECERTIFICATION — continued

Practice and procedure- Vote - Tied vote- Whether application must enjoy majority support- Board deciding that majority support is necessary. (B.B.) p. 1253; LRB File No. 276-93.

Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 2nd Quarter Sask. Labour Rep. 227.

Practice and procedure - Vote - Union does not enjoy majority support when 50% of employees support rescission. (D.B.) p. 1312; LRB File No. 164-87.

Linle Borland Ltd., U.B.C.J.A., Local 1805 and Schan, [1988] Fall Sask. Labour Rep. 55.

Practice and procedure - Vote - Usual policy of Board on rescission application to direct vote by secret ballot among those employees who are eligible to vote. (D.B.) p. 314; LRB File No. 105-84.

Inter-City Mechanical Ltd., Hudon and S.M.W.I.A., Local 296, [1984] Aug. Sask. Labour Rep. 32.

Practice and procedure- Vote- Where evidence of evenly divided employee support, Board holds that vote should not be conducted in case where opinion of two bargaining unit employees is clear - Whether applicant is required to demonstrate majority support - Board reversing earlier decision - Board deciding that application for rescission requires majority support. (B.B.) p. 1312; LRB File No. 059-94.

Campbell West (1991) Ltd., I.U.O.E., Local 870 and Schuett, [1994] 2nd Quarter Sask. Labour Rep. 114.

DUTY OF FAIR REPRESENTATION

Arbitrary conduct - Permitting membership to decide whether to pursue grievance may be breach of duty by union if membership is unqualified, uninformed or influenced by irrelevant considerations. (J.H./B.B.) p. 178; LRB File No. 003-92.

Chrispen, I.A.F.F., Local 510, [1992] 4th Quarter Sask. Labour Rep. 133.

Contract administration - Attendance at grievance meetings - Prohibiting grievor from attending at first and second stage of grievance procedures is not breach of duty. (J.H./B.B.) p. 178; LRB File No. 003-92.

Chrispen, I.A.F.F., Local 510, (1992) 4th Quarter Sask. Labour Rep. 133.

Contract administration- Discharge grievance- Whether union processing of grievance was arbitrary, discriminatory or in bad faith - Board deciding that union conduct was not in breach of duty of fair representation - Whether employee is required to exhaust appeal remedies within union procedure - Board deciding there was nothing to prevent full consideration of grievance at appeal level. (B.B.) p. 1642; LRB File No. 086-94.

Basaraha, S.G.E.U. and Saskatchewan Gaming and Liquor Commission, [1994] 3rd Quarter Sask. Labour Rep. 216.

Contract administration- Implementation of back-to-work agreement for suspended employee- Union abdicated responsibility by leaving it to employee to carry out - Union also breached duty by failing to investigate reasons for collapse of back-to-work agreement - Hiring of legal counsel by employee does not relieve union of responsibility. (B.B.) p. 844LRB File No. 134-93.

Be"y, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 65.

DUTY OF FAIR REPRESENTATION — continued

Contract administration - Promotions " Where union refuses to grieve employer's award of position to one of two union members, i no breach of the duty of fair representation where there is no evidence of arbitrariness, discrimination or bad faith. (J.H./B.B.) p. 142; LRB File No. 181-92.

Skomar, S.E.I.U., Local 333 and Royal University Hospital, [1992] 4th Quarter Sask. Labour Rep. 109.

Contract administration - Selection grlevance - Whether union decision to pursue and settle grievance of employee, which denied position to applicant, breach of duty of fair representation - Board deciding union failed to consider full range of relevant factors - Board ordering reconsideration of selection decision. (B.B.) p. 1513; LRB File No. 116-94.

Barabe, C.E.P.U., Local 649 [1994] 3rd Quarter Sask. Labour Rep. 162.

Contract administration - Seniority - Board found breach of duty of fair representation where union refused to accept results of its on settlement of grievance with employer and pursued second grievance on same issue - They ignoring adverse decision of arbitrator and continuing to deny matter was resolved, union negotiated letter of understanding purporting to wipe away previous settlement and arbitration award - No evidence letter of understanding was being applied to all employees - Union now taking seniority issue to third round of arbitration - Throughout, union maintained[pO]sition adverse to applicant - Board finding union not properly putting mind to relevant fact9rs and instead responding to pressure from other employees. (B.B.) p. 868; LRB 173-93.

Banga, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 88.

Contract administration - Union may fuse to carry grievance forward **if** acting fairly, impartially and in good faith. (N.S.) p. 469 LRB File Nos. 075-82 & 078-82.

Sydiaha, University of Saskatchewan Faculty Association, Administrative and Supervisory Personnel Association and Unfersity of Saskatchewan, [1982] Aug. Sask. Labour Rep. 48.

Contract administration - Union may refuse to take to grievance to arbitration - Union is not bound by wishes of employee - Union is entitled to consider interests of bargaining unit, resources and impact on other interests. (B. .) p. 835; LRB File Nos. 055-92, 080-92 & 081-93.

Yeurley, S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 57.

Contract administration - Union's dut) to prosecute grievance extends to all employees in unit not just union members - Meaning of duty of fair representation explained. (D.B.) p. 472; LRB File Nos. 248-83 & 251-83.

Shepherd and Rogers, Saskatchewan Council for Crippled Children and Adults Employees Union and Saskatchewan CoUbcil for Crippled Children & Adults, [1985] Mar. Sask. Labour Rep. 34.

Contract administration - Whether detision of union to proceed to arbitration constituted continuing violation of duty of fair repre\$entation in light of previous findings of Board - Board deciding union is entitled to make deciston to proceed to arbitration. (B.B.) p. 1209; LRB File No. 269-93.

Banga, S.G.E.U., [1994]1st uarter Sask. Labour Rep. 282.

Contract administratl on - Whether withdrawal of grievance as part of general negotiation of collective agreement and all outstanding grievances is discriminatory or arbitrary - Board deciding union had not breached duty. (B.B.) p. 1856; LRB File No. 170-94.

Kozak. U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 213.

DUTY OF FAIR REPRESENTATION — continued

- Contract administration - Withdrawal of grievances in termination case - Union is entitled to estimate likelihood of success and withdraw grievances that appear unwinnable but in terminations, that assessment is doubly important - Incorrect assumptions based on inadequate effort to determine facts constitutes breach of duty. (B.B.) p. 844; LRB File No. 134-93.
Berry, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 65.
- Contract negotiation - Bargaining units negotiated by parties that differ from certification order will be recognized by Board with two exceptions - First, if Board finds unit *is* not appropriate - Second, where unit violates employee's right to be represented by union - **If** employee is excluded from unit Board could order that he/she be returned to unit. (D.B.) p. 1217; LRB File No. 151-87.
Town of Shaunavon, S.E.I.U., Local 336, [1987] Dec. Sask. Labour Rep. 37.
- Contract negotiation - Employer merged two of its divisions and union negotiated agreement allowing senior employees to displace junior employees - Board found no breach of duty as union *did* not act arbitrarily or in bad faith. (D.B.) p. 1289; LRB File No. 254-87.
Van Beselaere, S.J.B.R.W.D.S.U. and Macdonald's Consolidated Ltd., [1988] Fall Sask. Labour Rep. 48.
- Contract negotiation - Negotiation of collective bargaining agreement is not subject to *The Trade Union Acts*. 25.1 duty of fair representation. (R.H.) p. 232; LRB File No. 237-89.
Belfour et al, H.E.R.E., Local 767 and Beaver Foods Ltd., [1990] Winter Sask. Labour Rep. 49.
- Contract negotiation - Proof that agreement contains rollbacks, without more, does not justify conclusion that union failed in duty of fair representation. (R.H.) p. 232; LRB File No. 237-89.
Belfour et al, H.E.R.E., Local 767 and Beaver Foods Ltd., [1990] Winter Sask. Labour Rep. 49.
- Contract negotiation - Signing agreement that only provides grievance procedure for full-time employees does not violate union's duty of fair representation. (D.B.) p. 516; LRB File No. 409-84.
Place Riel Society, C.U.P.E., Local 1975, [1985] Apr. Sask. Labour Rep. 57.
- Independent legal opinion - Union need not appoint counsel to act on behalf of in-scope supervisor who made decision which union grieved - Representing grievor but not supervisor is not breach of duty - **However, if** arbitrator grants supervisor separate standing at arbitration, then s. 25.1 of *The Trade Union Act* would require union to provide representation. (R.H.) p. 618; LRB File No. 306-91.
Tomkins, University of Regina Faculty Association, [1992] 2nd Quarter Sask. Labour Rep. 76.
- Negligence - Bad faith and discrimination involve assessment of union's motive - Arbitrariness involves assessment of quality of representation - Negligent standard is discussed by Board. (B.B.) p. 498; LRB File No. 262-92.
Radke, Canadian Paperworkers Union, Local 1120, [1993] 2nd Quarter Sask. Labour Rep. 57.

DUTY OF FAIR REPRESENTATION — continued

Negligence - Union officials must act honestly, conscientiously and without prejudice or favouritism - Honest errors and even sloppiness are not per se breach of duty - Union must be alert to interest at stake - Board will have regard to duration and complexity of dispute and qualifications of union representatives and whether legal advice or other professional advice (medical) was obtained and followed. (B.B.) p. 498; LRB File No. 262-92.
Radke, Canadian Paperworkers Union, Local 1120, [1993] 2nd Quarter Sask. Labour Rep. 57.

Practice and procedure - Exhaustion of internal union appeal process is not pre-condition to application under s. 25.1 of *The Trade Union Act* when it is reasonable for employee to conclude that he/she would not receive fresh hearing. (B.B.) p. 844; LRB File No. 134-93.
Be'ny, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 65.

Remedy - Board directs arbitration to be heard by single arbitrator to eliminate dispute over whether union or employee nominates side person. (B.B.) p. 977; LRB File No. 134-93.
Berry, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 193. Set aside on review (Sask. Q.B.)

Remedy - Board has no authority to prevent union and employer from referring whatever question they think appropriate to arbitration - Ensuring employee properly represented at arbitration is proper remedy. (B.B.) p. 868; LRB File No. 173-93.
Bango, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 88.

Remedy - Independent legal counsel - Union is directed to pay employee's legal expenses for application to Board and for bringing grievances to arbitration. (B.B.) p. 977; LRB File No. 134-93.
Berry, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 193. Set aside in part (Sask. Q.B.)

Remedy - Independent legal counsel - Where union has made itself unsuitable representative, Board ordered union to pay for independent legal counsel for employee at future proceedings and for legal fees incurred on past arbitration and for hearing before Board. (B.B.) p. 868; LRB File No. 173-93.
Bango, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 88.

Remedy - Union's duty is to not act in manner that is arbitrary, discriminatory or in bad faith - Remedial power of Board to compel union to fulfil duty includes power to direct union to proceed with grievance. (D.B.) p. 194; LRB File Nos. 248-83 & 251-83.
Shepherd and Rogers, Saskatchewan Council for Crippled Children and Adults Employees Union and Saskatchewan Council for Crippled Children & Adults, [1984] Feb. Sask. Labour Rep. 42.

Scope of duty - Board undertook extensive review of general principles and authorities from Saskatchewan and other jurisdictions on duty of fair representation. (J.H./B.B.) p. 178; LRB File No. 003-92.
Chrispen, L.A.F.F., Local 1510, [1992] 4th Quarter Sask. Labour Rep. 133.

Scope of duty - Common law duty covers bargaining of collective agreement and its administration and all other aspects of union representation. (B.B.) p. 498; LRB File No. 262-92.
Radke, Canadian Paperworkers Union, Local 1120, [1993] 2nd Quarter Sask. Labour Rep. 57.

DUTY OF FAIR REPRESENTATION — continued

- Scope of duty - Common law duty extends to all areas of representation - Section 25.1 of *The Trade Union Act* does not limit duty to grievance process. (B.B.) p. 868; LRB File No. 173-93.
Banga, S.G.E.U., [1993J 4th Quaner Sask. Labour Rep. 88.
- Scope of duty - Duty to refrain from acting in bad faith means union must act honestly and free from animosity - Duty to refrain from discrimination means union must not discriminate for or against based on sex, race or personal favouritism - Duty not to act arbitrarily means union must not act in capricious or cursory manner. (D.B.) p. 1359; LRB File No. 031-88.
Ward, S.U.N. and South Saskatchewan Hospital Centre, [1988] Winter Sask. Labour Rep. 44.
- Scope of duty - Employee who was not permitted to attend union meeting called to discuss picketing when she had previously advised union she would not picket was not unfairly represented by union. (D.B.) p. 787; LRB File No. 003-86.
Zypchyn, S.J.B.RW.D.S.U., Macdonalds Consolidated Ltd. and Canada Safeway Ltd., 11986J Nov. Sask. Labour Rep. 45.
- Scope of duty - Non-members - Union is obliged to represent all members of bargaining unit, even members who are not in good standing with union. (J.H./B.B.) p. 178; LRB File No. 003-92.
Chrispen, I.A.F.F., Local510, [1992] 4th Quaner Sask. Labour Rep. 133.
- Scope of duty - Non-members - Union is required to represent all employees in bargaining unit, including employees who are not members of union. (B.B.) p. 498; LRB File No. 262-92.
Radke, Canadian Paperworkers Union, Local 1120, [1993] 2nd Quarter Sask. Labour Rep. 57.
- Scope of duty - Union must not only make fair decision, but must also make reasonable effort to explain its decision to member. (J.H./B.B.) p. 34; LRB File No. 041-92.
Hanson, U.A., Local179, [1992]3rd Quaner Sask. Labour Rep. 104.
- Scope of duty - Union owes duty of fair representation to members - Duty can be enforced by Board through ss. 11(2)(c) and 11(2)(b) of *The Trade Union Act*- Duty is to act fairly, impartially and in good faith - Board will not interfere if union acts according to this standard. (N.S.) p. 265; LRB File No. 069-80.
Simpson, United Garment Workers of America, (1980] July Sask. Labour Rep. 43.
- Scope of duty - Union will not violate duty if it takes reasonable view of problem and makes thoughtful decision about what to do. (D.B.) p. 1359; LRB File No. 031-88.
Ward, S.U.N. and South Saskatchewan Hospital Centre, [1988] Winter Sask. Labour Rep. 44.
- Scope of duty - Union's duty to members continues after employer closes and employees are terminated. (B.B.) p. 170; LRB File No. 223-92.
Wilson and Fefchuk, Saskatchewan Abilities Council Regina Transportation Employees' Union and Access Transit Ltd., [1992] 4th Quaner Sask. Labour Rep. 127.

DUTY TO BARGAIN IN GOOD FAITH — continued

Agreement - Employer refused to execute or implement letter of understanding negotiated while negotiations for collective agreement were ongoing - Unfair labour practice is dismissed - Is no obligation to participate in such ancillary agreements in course of bargaining - Under appropriate circumstances, such refusal might well constitute failure to bargain collectively. (R.B.) p. 475LRB File No. 103-93.

Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 281.

Agreement - Failure to sign agreement - What constitutes agreement. (D.B.) p. 68; LRB File No. 068-83.

Regina Transition Women's Society, S.G.E.U., [1983] Sept. Sask. Labour Rep. 52.

Agreement - Refusal to execute collective bargaining agreement - Employer's offer was put to employees for ratification - Employees voted to accept offer - Union refused to execute agreement based on offer - Union found guilty of unfair labour practice and was directed to sign agreement. (N.S.); LRB File No. 268-80.

Shelter Industries Inc., J.W.U., Local 1-184, Massey and Cook, [1981] Feb. Sask. Labour Rep. 51.

Agreement - Refusal to sign agreement • Agreement reached but employer reserved right to change position pending court ruling on certification - Refusal constitutes violation of 11(1)(c) of *The Trade Union Act* - Proper procedure is for employer to apply to court for order staying further action on certification order. (I.S.) p. 16; LRB File No. 013-77.

Armada Publishers Ltd. (The Star Phoenix), Saskatoon Typographical Union, Local 663, [1978] June Sask. Labour Reg. 46.

Agreement - Repudiation of agreement on issue in bargaining is contrary to duty to bargain in good faith and make reasonable efforts to conclude agreement. (D.B.) p. 1455; LRB File No. 178-88.

Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.

Agreement - Terms and conditions of employment include any and all matters or subjects negotiated and embodied in agreement. (C.H.) p. 158; LRB File No. 207-89.

Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.

Agreement - What constitutes agreement - Agreement reached except for amnesty clause - Amnesty clause subsequently determined not to be proper subject for bargaining - Board finds no agreement as exists no consensus ad idem - Doctrine of severance of illegal term is inapplicable to offers as opposed to agreement. (N.S.) p. 31; LRB File Nos. 451-77, 452-77 & 462-77.

Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955, [1971] Sept. Sask. Labour Rep. 32.

Agreement • What constitutes agreement - Memorandum of settlement stipulates that collective bargaining agreement will subsequently be prepared and signed subject to ratification by employees - Board found agreement to constitute binding collective bargaining agreement when it was established that parties intended it to be binding, notwithstanding fact that formal agreement was never prepared or ratified - Intention is construed objectively. (D.B.) p. 1861; LRB File No. 092-8.

Wm. C. Interiors Ltd., Le and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.

DUTY TO BARGAIN IN GOOD FAITH — continued

- Change in bargaining position - Abrupt and significant changes violate duty to make every reasonable effort to conclude collective agreement. (D.B.) p. 7L LRB File No. 189-83.
Saskatchewan Housing Corporation.S.G.E.U., [1983] Sept. Sask. Labour Rep. 54.
- Change in bargaining position - Abruptly withdrawing final offer shortly before ratification vote suggests employer is not bargaining sincerely - Good explanation of conduct is required. (J.H.I.R.H.) p. 655; LRB File No. 036-92.
City of Melville.C.U.P.E..Local 1486, (1992] 2nd Quarter Sask. Labour Rep. 92.
- Change in bargaining position - Employer who withdraws proposals. repudiates areas of earlier agreement and makes fresh demands violates duty to bargain in good faith. (N.S.) p. 31LRB File Nos. 451-77.452-77 & 462-77.
Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32.
- Change in bargaining position - Sudden withdrawal of offer by employer without compelling justification amounts to failure to bargain in good faith. (D.B.) p. 1156; LRB File No. 136-R7.
Benian Management Ltd., C.U.P.E., Local 1832, [1987] Sept. Sask. Labour Rep. 36.
- Change in bargaining position - Unilateral withdrawal of final offer after of *The Trade Union Act* s. 45 vote was ordered but before vote was conducted is not itself unfair labour practice - Board examined circumstances of change and found that conditions under which change was made and way change was introduced indicated absence of good faith. (B.B.) p. 376; LRB File No. 229-92.
Western Canadian Beef Packers Ltd., U.F.C.W., Local 226-2, [1993] 1st Quarter Sask. Labour Rep. 189.
- Change in bargaining position - Union agreed to negotiate exclusion of position - Union stopped from filing unfair labour practice until negotiations are complete. (N.S.) p. 139LRB File No. 147-78.
Saskatchewan Housing Corporation, (unreported).
- Collective agreement - Definition requires that collective agreement must be in writing and set forth terms and conditions of employment - Actual execution is not always necessary - Intention of parties is of fundamental importance - Intention can be gathered from what they have done - Ratification, where made condition precedent, must occur or be waived. (D.B.) p. 1861; LRB File No. 092-88.
Wm. C Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.
- Collective agreement - Failure to follow grievance procedure may be breach of collective agreement but not necessarily breach of duty to bargain in good faith where default is inconsequential. (J.H.I.D.B.) p. 738; LRB File No. 241-85.
Saskatoon Credit Union Ltd., U.F.C.W., Local1400, [1986] Apr. Sask. Labour Rep. 39
- Collective agreement- Failure to pay arbitrator's award is not failure to bargain in good faith -Awards are enforceable by ss. 13 and 25(1) of *The Trade Union Act* - Court rather than Board is proper forum for enforcing compliance. (D.B.) p. 775; LRB File No. 293-85.
Western Automaiic Sprinklers (1983) Ltd. U.A., Local 179, (1986] May Sask. Labour Rep. 52.

DUTY TO BARGAIN IN GOOD FAITH — continued

Collective agreement - Repudiation of collective agreement or grievance and arbitration procedures is unfair labour practice. (D.B.) p. 1571; LRB File No. 281-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 70.

Collective agreement - Scope clause • Parties free to vary scope of certification order by collective bargaining. (N.S.) p. 215; LRB File No. 114-79.

International Erectors & Rltgers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.

Collective agreement - Unilateral changes - Unilateral changes where is collective bargaining agreement with grievance and arbitration procedure are more properly dealt with by arbitrator. (D.B.) p. 1213; LRB File No. 33-87.

University Hospital, S.E.I.U., Local 333UH, [1987] Dec. Sask. Labour Rep. 41.

Collective agreement - Unilateral changes - Union agreed to plan and gave employer right to make unilateral changes - No unfair labour practice is committed when employer exercises right without negotiation- Right remains until are removed by collective bargaining process. (N.S.) p. 429; LRB File No. 563-81.

Government of Saskatchewan, S.G.E.U., [1982] May Sask. Labour Rep. 44.

Collective agreement - Unilateral changes - While agreement is in force unilateral changes may constitute violations of collective agreement but not unfair labour practice within meaning of ss. 11(1)(c) or (a) of *The Trade Union Act* - Arbitration is proper procedure for resolving dispute. (N.S.) p. 103; LRB File No. 008-78.

Wascana Hospital, S.G.E.A. (1978] June Sask. Labour Rep. 41.

Disclosure - Board may decline to hear complaint unless union has first made genuine attempt to elicit information at bargaining table. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.

Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.

Disclosure - Contracting out - Employer has duty to disclose to union during bargaining on own initiative those decisions already taken which may have major impact on unit (R.H.) p. 309; LRB File No. 077-89.

Interprovincial Concrete Ltd., C.G.W.U., Local 890, [1991] 1st Quarter Sask. Labour Rep. 85.

Disclosure - Contracting out, closure, sale, lease or other disposition of business should be disclosed to union. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.

Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.

Disclosure - Disclosure of information during bargaining is part of duty to bargain in good faith - When asked, employer is obligated to disclose: information respecting existing terms and conditions of employment particularly during negotiations for first collective bargaining agreement; pertinent information needed by union to comprehend proposal or employer response at table; decisions already made which will be implemented during term of proposed agreement and which significantly impact on unit; to answer honestly whether it will probably implement changes during term of proposed agreement that significantly impact on unit. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.

Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.

DUTY TO BARGAIN IN GOOD FAITH — continued

Disclosure - Employer has duty to disclose information essential to union's ability to carry on bargaining - Deficiencies in information does not breach duty where deficiencies were not intentional and employer attempted to comply in reasonable fashion. (B.B.) p. 516; LRB File No. 006-93.

Saskatchewan Health-Care Association, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74.

Disclosure - Employer has responsibility to provide union with information and duty is not discharged by making public statements in media. (B.B.) p. 442; LRB File No. 264-92.

Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

Disclosure - Employer is under no obligation to provide information because it was not related to existing terms and conditions of employment: information was not required to comprehend employer proposal or response; and information could not significantly impact upon unit. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.

Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.

Disclosure - Employer is under no obligation to provide information union could get from own records. (D.B.) p. 1830; LRB File No. 245-87 & 246-87.

Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.

Disclosure - Employer need not take initiative to disclose information - Union should make request. (B.B.) p. 442; LRB File No. 264-92.

Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

Disclosure - Failure to advise union of impending disposition of business is not bargaining in good faith. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction Ltd., U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Disclosure - Failure to disclose information union needs to discharge its duty of fair representation may constitute breach of employer's duty to bargain in good faith. (J.H./D.B.) p. 987; LRB File No. 117-85.

Provincial Maintenance Ltd., U.A. and I.B.B., Local 555, [1987] Feb. Sask. Labour Rep. 65.

Disclosure - Providing significantly inaccurate information to union constitutes conduct that is contrary to duty to bargain in good faith and to make reasonable effort to conclude agreement. (D.B.) p. 1455; LRB File No. 178-88.

Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.

Disclosure - Whether failure of employer to provide information about contracting out constituted violation of s. 11(1)(c) of *The Trade Union Act* - Board deciding violation had occurred. (B.B.) p. 1441; LRB File Nos. 007-94 to 012-94.

Saskatoon Society for the Prevention of Cruelty To Animals, C.U.P.E., Local 3477, [1994] 3rd Quarter Sask. Labour Rep. 100.

Exclusive bargaining authority - Abandonment - Where union failed to pursue bargaining rights, is stopped by conduct from demanding that employer recognize it as representative of employees. (J.H./D.B.) p. 1770; LRB File No. 256-88.

Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Locals 539 and 540 & Sherwood Co-operative Association Ltd., [1990] Fall Sask. Labour Rep. 57.

DUTY TO BARGAIN IN GOOD FAITH — continued

Exclusive bargaining authority - Direct bargaining - Attempt to bypass union and settle grievance directly with employee is violation of union's exclusive bargaining status. (R.H.) p. 136; LRB File No. 253-89.

City of Saskatoon, C.U.P.E., Local 59, [1990] Fall Sask. Labour Rep. 40.

Exclusive bargaining authority - Direct bargaining - Certification order abrogates employer's freedom to negotiate individual contracts of employment - Employer who bargains directly with employees over terms and conditions of employment commits unfair labour practice. (D.B.) p. 1018; LRB File No. 125-8 .

Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union Local 397, [1987] Mar. Sask. Labour Rep. 48.

Exclusive bargaining authority - Direct bargaining - Circulating memorandum to employees setting forth employer's position on collective bargaining is not unfair labour practice. (D.B.) p. 507 - LRB File No. 401-84.

IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.

Exclusive bargaining authority - Direct bargaining - Circumventing union by placing new proposals directly before employees violates s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 482; LRB File No. 315-83.

Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 43.

Exclusive bargaining authority - Direct bargaining - Circumventing union by placing new proposals directly before employees violates s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.

Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 29.

Exclusive bargaining authority - Direct bargaining - Communication - Board rejects proposition that employer cannot communicate with employees except for business reasons - Employer is entitled to communicate even on subjects of collective bargaining provided it is not attempt to circumvent union or intimidate, coerce or threaten employees in exercise of their rights. (R.H.) p. 246; LRB File No. 181-89

Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

Exclusive bargaining authority - Direct bargaining - Communication - Communicating bargaining position and giving notice of intention to implement unilateral change to terms of employment, if properly done, is not unfair labour practice. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers. Local 834, [1990] Winter Sask. Labour Rep. 75.

Exclusive bargaining authority - Direct bargaining - Communication - Employer communications to employees during collective bargaining is not prohibited where communications are non-coercive and do not constitute direct negotiation with employees. (J.H./B.B.) p. 1843; LRB File No. 124-94.

University of Saskatchewan Faculty Association, [1994] 4th Quarter Sask. Labour Rep. 200.

DUTY TO BARGAIN IN GOOD FAITH — continued

Exclusive bargaining authority - Direct bargaining - Negotiating grievance with employee violates employer's duty to negotiate exclusively with union. (R.H.) p. 303; LRB File No. 042-90.
Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1990] Winter Sask. Labour Rep. 118

DUTY TO BARGAIN IN GOOD FAITH — continued

Exclusive bargaining authority - Direct bargaining - Communication - Principles covering employer communication with union during bargaining are different than with employees - Duty to disclose to union does not necessarily authorize communicating same information directly to employees. (B.B.) p. 99LRB File No. 168-92.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.

Exclusive bargaining authority - Direct bargaining - Communication - Verbal and documentary communications to employees accurately reflected employer's position at bargaining table - Employer admits that communication was attempt to convince employees to accept offer - Board rejects proposition that such communications are prohibited - Employer is entitled to communicate with employees provided it does not attempt to circumvent union and bargain directly or interfere with employees' rights under of *The Trade Union Act* - Test for interference is objective - How would employee of average intelligence and fortitude react. (R.H.) p. 320; LRB File No. 029-90.

Canadian Linen Supply Company Ltd., S.J.B.R.W.D.S.U., Local 558, [1991] 1st Quarter Sask. Labour Rep. 63.

Exclusive bargaining authority - Direct bargaining - Communication by employer to employees relating to employer's reason for not unilaterally increasing wages does not constitute unfair labour practice where there is no evidence that employer misrepresented its position at bargaining table, made new or different proposal to employees, or attempted to elicit proposal from employees. (D.B.) p. 1211; LRB File No. 132-87.

Crestline Coach Ltd., U.S.W.A., [1987] Nov. Sask. Labour Rep. 53.

Exclusive bargaining authority - Direct bargaining - Contracting out - Subject to restrictions in collective bargaining agreement, employer has right to contract out bargaining unit work - Bona fide contracting out for business reasons is not unfair labour practice. (D.B.) p. 1845; LRB File Nos. 119-87 & 217-87.

Tourism Industry Association of Sask. Inc., Tourism Industry Association of Saskatchewan Inc. and S.G.E.U., [1989] Winter Sask. Labour Rep. 63.

Exclusive bargaining authority - Direct bargaining - Contracting out is not unfair labour practice if devoid of anti-union animus. (D.B.) p. 1338; LRB File No. 194-87.

M & B Trucking Ltd., S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82.

Exclusive bargaining authority - Direct bargaining - Discussing or inviting members of bargaining unit to make proposals for establishing own business to provide services now provided by bargaining unit is not unfair labour practice - If employer has right to contract out it has right to discuss it with anyone including its own employees. (D.B.) p. 1602; LRB File Nos. 250-88 & 290-88.

Government of Saskatchewan, S.G.E.U., [1989] Fall Sask. Labour Rep. 28.

Exclusive bargaining authority - Direct bargaining - Employees lack status to ratify agreement different from one negotiated by union - Union has exclusive status as bargaining agent - Direct bargaining is improper. (D.B.) p. 459; File Nos. 352-84 & 353-84.

Saskatchewan Construction Labour Relations Council, Inc., Bricklayers and Masons International Union of America, Local 3, Eckl Ceramics (1978) Ltd., Kantor and Garipey, [1985] Mar. Sask. Labour Rep. 40.

DUTY TO BARGAIN IN GOOD FITH — continued

- Exclusive bargaining authority - Direct bargaining with employees violates union's exclusive status as bargaining agent and constitutes failure to bargain collectively - Freedom of contract between master and servant is abrogated. (D.B.) p. 304; LRB File No. 490-83.
Saskatchewan Liquor Licensing Commission, S.G.E.U. and Saskatchewan Liquor Licensing Commission, [1984] Aug. Sask. Labour Rep. 40.
- Exclusive bargaining authority - Direct bargaining with employees violates union's exclusive status as bargaining agent and constitutes failure to bargain collectively - Freedom of contract between master and servant is abrogated. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.
Clark Roofing (1964) Ltd., S.M.W.L.A., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.
- Exclusive bargaining authority - Direct bargaining with representatives of employees violates union's exclusive status - Freedom of contract between master and servant is abrogated. (D.B.) p. 304; LRB File No. 490-83.
Saskatchewan Liquor Board, S.G.E.U. and Saskatchewan Liquor Licensing Commission, [1984] Aug. Sask. Labour Rep. 40.
- Exclusive bargaining authority - Employee who is employed both in and out of bargaining unit is entitled to be represented by Union when performing functions within bargaining unit but not when employee employed outside bargaining unit. (J.H./R.H.) p. 651; LRB File No. 035-92.
University of Regina, University of Regina Faculty Association, [1992] 2nd Quarter Sask. Labour Rep. 89.
- Exclusive bargaining authority - Employer committed unfair labour practice when it changed wages of employees without bargaining with union - Board appointed Board agent to examine employer's payroll as witness testifying as to payroll appeared nervous and appeared to Board to be taking cues from employer as to proper answers. (C.P.); LRB File No. 319-74-5.
Mid-West Motors (1966) Ltd. C.B.R.T., Local 44, [1976] Feb. Sask. Labour Rep. 40.
- Exclusive bargaining authority - Employer refused to let union representative accompany employee to meeting at which employee was to be dismissed - Events occurred after date of certification but before first agreement - Section 11(1)(d) of *The Trade Union Act* is inapplicable, but s. 11(1)(c) obliges employer to accept union representative and to negotiate dispute with representative. (B.B.) p. 1002 LRB File Nos. 256-93 to 260-93.
Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 216.
- Exclusive bargaining authority - Payment of wages higher than in collective agreement is more than breach of collective agreement - Conduct violates union's exclusive bargaining rights protected by s. 11(1)(c) of *The Trade Union Act*. (N.S.) p. 238; LRB File No. 312-79.
Moose Jaw Sash and Door (IP63) Ltd., I.W.A., Local 1-184, [1980] May Sask. Labour Rep. 69.
- Exclusive bargaining authority - Refusal to recognize union's right to represent employees in negotiating settlement of disputes and grievances is unfair labour practice. (D.B.) p. 1571; LRB File No. 281-88.
Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 70.
- Exclusive bargaining authority - Direct bargaining - Minister of Crown is permitted liberal right to communicate when explaining Government policy or Bill. (D.B.) p. 1602; LRB File Nos. 250-88 & 290-88.
Government of Saskatchewan, S.G.E.U., [1989] Fall Sask. Labour Rep. 28

IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.

DUTY TO BARGAIN IN GOOD FAITH — continued

Exclusive bargaining authority - Scope clause - Board will not ignore the agreement, conduct and history of 15 years or intention of Board at time certification order issued when construing scope. (J.H.I.R.H.) p. 651; LRB File No. 035-92.

University of Regina, University of Regina Faculty Association, [1992] 2nd Quarter Sask. Labour Rep. 89.

Exclusive bargaining authority - Status of certified union - By negotiating collective bargaining agreement for all employees, including employees covered by craft certification orders, with union other than certified craft union. employer violated craft union's exclusive status as bargaining representative. (J.R./D.B.) p. 987; LRB File No. 117-85.

Provincial Maintenance Ltd., U.A. and I.B.B., Local555, [1987] Feb, Sask. Labour Rep. 65.

Exclusive bargaining authority - Status of certified union - Employer ignoring certified local and entering collective bargaining agreement with another local - Employer was acting as result of pressure from International union - Employer guilty of unfair labour practice in absence of evidence of valid transfer of bargaining rights. (D.B.) p. 1638; LRB File No. 035-89.

Ursel Constructors Ltd., U.A..Local264, [1989] Fall Sask. Labour Rep. 47.

Hard bargaining - As long as party is not insisting on illegality or acting in manner contemptuous of court or tribunal order, party may maintain position for as long as it considers it to be in its interests. (D.B.) p. 1217; LRB File No. 151-87.

Town of Shaunavon, S.E.I.U., Local 336, [1987] Dec. Sask. Labour Rep. 37.

Hard bargaining - Duty to bargain does not impose duty to reach agreement - Only obligation is to intend to reach agreement and make every reasonable effort. (D.B.) p. 706LRB File No. 392-85.

Canada Sofeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

Hard bargaining - Employer refused to discuss union's proposals - Each party has right to frame and present its position in own words and have its position fairly considered and discussed - Employer's right to refuse to agree to union's proposals does not give employer right to refuse to discuss. (J.H./D.B.) p. 1350; LRB File No. 051-88.

Cheshire Homes of Regina Society, C.U.P.E., [1988] Fall Sask. Labour Rep. 91.

Hard bargaining- Impasse- Either side may pursue any lawful proposal to impasse. (D.B.) p. 1455; LRB File No. 178-88.

Holiday Inn Ltd., S.J.B.R.W.D.S.U., (1989) Spring Sask Labour Rep. 66.

Hard bargaining - Impasse in negotiations does not constitute failure to bargain if acting in good faith - Employer not insisting on illegality. (D.B.) p. 516; LRB File No. 409-84.

Place Riel Society.C.U.P.E., Local 1975, (1985) Apr. Sask. Labour Rep. 57.

Hard bargaining- Parties are not required to open with best offer- Tendering predictably unacceptable offer is not contrary to duty to bargain in good faith. (J.H./D.B.) p. 1876; LRB File Nos. 122-89, 124-89, 142-89 & 147-89.

Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1990] Spring Sask. Labour Rep. 53.

Hard bargaining - Refusal to meet - Parties may not be obliged to meet if only restating positions and continued dialogue would serve no useful purpose. (D.B.) p. 1645; LRB File No. 254-88.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52.

DUTY TO BARGAIN IN GOOD FAITH — continued

Illegal clause - Affirmative action clause - Whether union's agreement to provision giving preference in hiring, training and advancement to members of one band rather than to all Aboriginal residents of northern Saskatchewan would be breach of duty of fair representation - Whether employer's insistence on narrower clause constitutes failure to bargain in accordance with s. 11(1)(c) of *The Trade Union Act* because such clause is illegal - Board deciding that parties had not exhausted bargaining on this subject, and no unfair labour practice had occurred. (B.B.) p. 1673; LRB File No. 118-94.

Six Seasons Catering, U.S.W.A., [1994] 3rd Quarter Sask. Labour Rep. 311.

Illegal clause - Employer proposal constitutes discrimination on basis of disability contrary to *Human Rights Act* - Proposal is not self-evidently illegal and union failed to raise objection at bargaining - Issue was not pressed by employer - Unfair labour practice is dismissed without ruling on legality. (B.B.) p. 53; LRB File No. 092-93.

Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477. [1993] 2nd Quarter Sask. Labour Rep. 91.

Illegal clause - Employer proposal that union make payment to employer in event of unlawful strike is not contrary to duty to bargain in good faith as could be lawfully agreed to. (D.B.) p. 1455; LRB File No. 178-88.

Holiday Inn Ltd., S.J.B.R.W.S.U., [1989] Spring Sask. Labour Rep. 66.

Illegal clause - Employer proposed that union dues deducted from payroll be subject to 25% collection fee is not contrary to duty to bargain in good faith as could be lawfully agreed to. (D.B.) p. 1455; LRB File No. 178-88.

Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.

Illegal clause - Insisting on illegal clause is violation of duty to bargain in good faith. (D.B.) p. 128; LRB File No. 349-83.

Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] Jan. Sask. Labour Rep. 30.

Illegal clause - Raising back to work proposals that do not require employer to discharge replacement workers and re-hire strikers do not necessarily breach of duty as proposals are not illegal - Purpose or motive for refusing to re-hire strikers is important. (R.H.) p. 102; LRB File No. 192-89.

Royal Canadian Legion No. 56, S.E.I.U., Local 336, [1990] Summer Sask. Labour Rep. 99.

Lock-out - Lock-out without attempting to find out union's bargaining position is contrary to duty to bargain in good faith. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Non-negotiable items - Amnesty clause - Employer can insist on clause to point of impasse. (D.B.) p. 1366; LRB File Nos. 155-87 & 157-87.

Pioneer Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1988] Winter Sask. Labour Rep. 49.

Non-negotiable items - Amnesty clause - Employer who insists on amnesty clause to point of impasse commits unfair labour practice within meaning of s. 11(1)(c) of *The Trade Union Act* - Discipline of members is internal union matter and is not proper subject for collective bargaining. (N.S.) p. 26; LRB File No. 375-77.

Morris Rod Weeder Co. Ltd. S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep.

DUTY TO BARGAIN IN GOOD FAITH — continued

- Non-negotiable items - Amnesty clause - Insisting on amnesty clause to point of impasse does not violate ss. II(1)(a), (b) or (c) of *The Trade Union Act*. (D.B.) p. 128; LRB File No. 349-83.
Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] Jan. Sask. Labour Rep. 30.
- Non-negotiable items - General rule - As general rule Board will not interfere with or supervise substance of collective bargaining process. (D.B.) p. 128; LRB File No. 349-83.
Moolie Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] Jan. Sask. Labour Rep. 30.
- Non-negotiable items - Scope clause - Changes to scope clause in certification order are negotiable but if one party chooses to rely upon terms of certification order, the other may not insist upon changes to point of impasse - Party must negotiate on basis of order if requested. (D.B.) p. 1217; LRB File No. 151-87.
Town of Shaunavon, S.E.I.U. Local 336, [1987] Dec. Sask. Labour Rep. 37.
- Non-negotiable items - Scope clause - Insisting on negotiating scope as set forth in certification order to point of impasse constitutes refusal to bargain in good faith. (N.S.) p. 521; LRB File No. 259-82.
Bee/and Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 496, [1982] Nov. Sask. Labour Rep. 38.
- Non-negotiable items - Status of employees to benefits while on leave for union business is raised by employer at bargaining table - Board finds that issue is legitimate matter to raise and found no evidence of bad faith. (N.S.) p. 446; LRB File No. 564-81.
Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.
- Non-negotiable items - Union security clause - Union's request pursuant to s. 36 of *The Trade Union Act* to include union security clause is not proper subject for collective bargaining - Bringing negotiations to impasse over issue violates obligation to negotiate in good faith under s. II(1)(c) and s. 36(2). (N.S.) p. 251; LRB File No. 006-80.
Rite Way Mfg. Co. Ltd., U.S.W.A., [1980] May Sask. Labour Rep. 78.
- Notice to bargain - Time limits in s. 33(4) of *The Trade Union Act* cannot be varied by collective agreement - Notice that is not timely within s. 33(4) is inoperative even though is timely within provisions of collective agreement. (J.H/D.B.) p. 630; LRB File No. 062-85.
Northern Telecom Canada Ltd., Communications Workers of Canada, [1985] Oct. Sask. Labour Rep. 46.
- Refusal to bargain - Bargaining representatives at table must have authority necessary to conduct meaningful bargaining - Employer is not in breach of duty just because bargaining representative requires approval of principals. (B.B.) p. 486; LRB File No. 256-92.
SaskPower and Government of Saskatchewan, J.B.E.W., Local 2067, [1993] 1st Quarter Sask. Labour Rep. 286.
- Refusal to bargain - Bargaining tactics - Board expects that union will raise concerns with employer and make reasonable efforts at discussion and persuasion before alleging breach of duty to bargain in good faith. (J.HJR.H.) p. 407; LRB File No. 035-91.
Lakeland Regional Library Board, C.U.P.E., Local 3077, [1991] 2nd Quarter Sask. Labour Rep. 66.

DUTY TO BARGAIN IN GOOD FAITH — continued

Refusal to bargain - Bargaining tactics - Frequent changes in negotiating team, long delays in responding to requests for re-acceptance of negotiations and reneging on settled issues constitute substantial departure from normal standards of bargaining behaviour and are proof of breach of duty. (R.H.) p. 102, LRB File No. 192-89.

Royal Canadian Legion No. 56, S.E.I.U., Local 336, [1990] Summer Sask. Labour Rep. 99.

Refusal to bargain - Bargaining tactics - Union under honest impression that employer would be tabling no proposals - Employer subsequently tabled proposals - Board will not draw firm procedural rules for bargaining - Parties must be left some margin - Misunderstandings are inevitable and must be distinguished from bad faith bargaining. (J.H./R.H.) p. 226; LRB File No. 089-90.

Indian Head School Division No. 19, C.U.P.E., [1990] Winter Sask. Labour Rep. 68.

Refusal to bargain - Board deciding employer is in breach of duty by appearing to foreclose bargaining on issues related to reorganization of nursing staff. (B.B.) p. 1770; LRB File No. 192-94.

Santa Maria Senior Citizen Home Inc., C.U.P.E., Local 2569, [1994] 4th Quarter Sask. Labour Rep. 134.

Refusal to bargain - Board is reluctant to become entangled in bargaining process itself and will not intervene to instruct parties on issues which should be subject of bargaining, strategies they should use to pursue their objectives or priorities they should attach to particular items. (B.B.) p. 988, LRB File No. 282-93.

Saskatoon Board of Police Commissioners, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 211.

Refusal to bargain - Board is reluctant to evaluate substantive positions - Duty is generally focused on process - General principles and factors are examined - Protracted, difficult and fruitless bargaining is not itself evidence of breach of duty, especially when both sides must bear responsibility. (B.B.) p. 804; LRB File No. 157-93.

Westfair Foods Ltd., S.J.B. W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.

Refusal to bargain - Board will avoid excessive supervision of substance of contract negotiations. (D.B.) p. 1455; LRB File No. 178-88.

Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.

Refusal to bargain - Board will exercise restraint when asked to judge reasonableness of bargaining proposals - Board is not substitute for collective bargaining and economic struggle. (J.H./D.B.) p. 1350, LRB File No. 051-88.

Cheshire Homes of Regina Society, C.U.P.E., [1988] Fall Sask. Labour Rep. 91.

Refusal to bargain - Board will exercise utmost restraint whenever it is invited to review either subject matter or method of bargaining. (J.H./D.B.) p. 1857; LRB File No. 095-89.

Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1989] Winter Sask. Labour Rep. 72.

Refusal to bargain - Delays and hiatus are not proof of employer bad faith when bargaining is complex and employer provides legitimate explanation for length of bargaining. (B.B.) p. 442; LRB File No. 264-92.

Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

DUTY TO BARGAIN IN GOOD FAITH — continued

- Refusal to bargain - Duty to bargain in good faith arises when notice to terminate is given and survives work stoppage. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.
- Refusal to bargain - Duty to bargain in good faith is largely confined to process issues - Board is reluctant to evaluate substantive positions and strategies. (B.B.) p. 516; LRB File No. 006-93.
Saskatchewan Health-Care Association, C.U.P.E., [rt993] 2nd Quarter Sask. Labour Rep. 74.
- Refusal to bargain - Duty to bargain in good faith is largely confined to process issues - Board must be careful not to arbitrate between parties on merits of positions. (B.B.) p. 486; LRB File No. 256-92.
SaskPower and Government of Saskatchewan, I.B.E.W., Local 2067, [1993] 1st Quarter Sask. Labour Rep. 286.
- Refusal to bargain - Duty to bargain in good faith requires parties to meet and engage in rational and frank discussion of issues that divide them - Conduct or tactics designed to impede this discussion violate duty. (J.H./D.B.) p. 1350; LRB File No. 051-88.
Cheshire Homes of Regina Society, C.U.P.E., (1988) FaU Sask. Labour Rep. 91.
- Refusal to bargain - Duty to bargain in good faith requires parties to meet and engage in rational and frank discussion of issues that divide them - Parties are required to discuss seriously with shared intent of resolving issue - Tactics designed to impede or frustrate this discussion violate *The Trade Union Act*. (D.B.) p. 1653; LRB File No. 280-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1990] Spring Sask. Labour Rep. 30.
- Refusal to bargain - Duty to negotiate only applies to certified employer and union - Conduct prior to certification is not subject to duty. (B.B.) p. 969; LRB File Nos. 227-93, 228-93 & 229-93.
LifeLine Ambulance Services Ltd., S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 171.
- Refusal to bargain - Employer does not have to justify economic necessity of its proposals. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Limited, S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Refusal to bargain - Employer inviting discussion with competing unions - Whether employer failed to bargain with respect to new position - Board dismissing application. (B.B.) p. 1803; LRB File Nos. 202-94 & 226-94.
City of Regina, Regina Civic Middle Management Association and Regina Professional Firefighters' Association, [1994] 4th Quarter Sask. Labour Rep. 164.
- Refusal to bargain - Employer is entitled to reasonable notice of meeting and reasonable opportunity to arrange affairs - No unfair labour practice is committed when employer refuses meeting for good reason and suggests two other times. (D.B.) p. 699; LRB File Nos. 168-85, 200-85 & 208-85.
Universal Engine Service & Supply Inc., U.S.W.A., [1986] Feb. Sask. Labour Rep. 69.

DUTY TO BARGAIN IN GOOD FAITH — continued

Refusal to bargain - Employer was intransigent on monetary issues but flexible on non-monetary issues - No evidence that positions were not in good faith - Unfair labour practice was dismissed. (B.B.) p. 442; LRB File No. 64-92.

Government of Saskatchewan v. S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

Refusal to bargain - Employer was intransigent on wage increase - Employer refused to justify or explain position - Conduct is pot itself breach of duty to negotiate in good faith. (B.B.) p. 486; LRB File No. 256-92.

SaskPower and Governmen of Saskatchewan, I.B.E.W., Local 2067, r1993] 1st Quarter Sask. Labour Rep. 286.

Refusal to bargain - Employer unilaterally offered early retirement package to employees and was ordered to desist by Board. Employer subsequently refused to make same offer to union - Board refused to order employer to make offer to union, but did order employer to negotiate with union on this issue. (B.B.) p. 988; LRB File No. 282-93.

Saskatoon Board of Police Commissioners, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 21.

Refusal to bargain - Employer's duty to bargain begins when union acquires its authority to represent employees. (D.B.) p. 665; LRB File No. 149-85.

Northern Village of Buffalo Narrows, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.

Refusal to bargain - Existence of duty to bargain is pre-condition to breach of duty - Expressed willingness to discuss revision to existing agreement does not create duty to bargain - Voluntary discussions may be broken off without violating s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 269; LRB File No. 032-84 & 033-84.

Saskatchewan Health Care Association, (unreported).

Refusal to bargain - Existence of duty to bargain is pre-condition to violation of s. 11(1)(c) of *The Trade Union Act* - **Bargain** when under no duty to do so does not create duty. (J.H./D.B.) p. 630; LRB File No. 062-85j

Northern Telecom Canada Limited, Communications Workers of Canada, [1985] Oct. Sask Labour Rep. 46.

Refusal to bargain - General purpose of duty to bargain is to reinforce recognition of union and reduce industrial conflict by requiring rational, informed discussion of differences. (B.B.) p. 804; LRB File No. 157-93.

Westfair Foods Limited, S.B.R.W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.

Refusal to bargain - Good faith bargaining does not require either side to place its best offer on table. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Limited, S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

Refusal to bargain - Good faith bargaining is not measured solely by number of meetings or how far party has moved from open position. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Limited, S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

DUTY TO BARGAIN IN GOOD FAITH — continued

Refusal to bargain- Grievances- Employer is under no duty to follow grievance procedure or resolve grievances by arbitration apart from obligations contained in collective agreement - Refusal does not constitute unfair labour practice. (D.B.) p. 1014; LRB File No. 030-86.

Bi-Rite Drugs Ltd., S.J.B.R.W.D.S. U., Local454, [1987] Mar. Sask. Labour Rep. 45.

Refusal to bargain - Grievances - Employer is under statutory duty to negotiate with union respecting disputes or grievances of employees even though no collective agreement or provision for grievance or arbitration exists. (D.R) p. 1014 LRB File No. 030-86.

Bi-Rite Drugs Ltd., S.J.B.R.W. D.S.U., Local454, [1987] Mar. Sask. Labour Rep. 45.

Refusal to bargain - Grievances - Existence of grievance procedure partially supplants duty to bargain in good faith when is breakdown of negotiations because of divergent views on meaning of collective agreement - Duty to negotiate in good faith is narrowed and funnelled into grievance procedure - Is no requirement to engage in parallel system of negotiations - If employer complies with grievance procedure, it has satisfied its duty to negotiate dispute in good faith. (J.H./B.B.) p. 675; LRB File No. 106-93.

Regina Health Board, C.U.P.E., (1993] 2nd Quarter Sask. Labour Rep. 229.

Refusal to bargain - Grievances - Union refusing to discuss basis of grievance with employer and refusing to disclose facts that demonstrate bona fides of position. (D.B.) p. 1653; LRB File No. 280-88.

University of Saskatchewan, University of Saskatchewan Faculty Association, (1990] Spring Sask. Labour Rep. 30.

Refusal to bargain - Health care reorganization - Employer saying position is not within scope of bargaining unit - Board deciding employer had not failed to bargain. (B.B.) p. 1883; LRB File No. 158-94.

Southwest District Health Board, S.E.J.U., Local 336, [1994] 4th Quarter Sask. Labour Rep. 191.

Refusal to bargain - Intermingling - Two bargaining units were transferred to single new facility and merged - Employer hired at new facility using selection criteria of its own and without dealing with unions - Employer in breach of duty to bargain. (B.B.) p. 8; LRB File Nos. 091-92, 099-92 & 155-92.

Wolf Willow Lodge, Saskatchewan Health Care Association, S.E.L.U., Local 336, C.U.P.E., Local 2297 and Grant, [1992] 3rd Quarter Sask. Labour Rep. 93.

Refusal to bargain - Joint venture formed for legitimate business reasons by certified employer unrelated to any attempt to circumvent certification order or collective agreement does not constitute violation of duty to bargain in good faith. (D.B.) p. 536; LRB File No. 052-85.

Sun Electric (1975) Ltd., I.B.E.W., Local 529 and Sun/Baker Joint Venture, [1985] July Sask. Labour Rep. 34.

Refusal to bargain - Mandatory and permissive items - Board refuses to distinguish between mandatory and permissive items of bargaining and adopts single global obligation to reach entire agreement. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, (1986] Mar. Sask. Labour Rep. 23.

DUTY TO BARGAIN IN GOOD FAITH — continued

- Refusal to bargain - Mandatory items - Board interprets duty to bargain as imposing single global duty - Amount of time spent on particular issue is only factor to be considered with all evidence. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Refusal to bargain - Mandatory items - *The Trade Union Act* creates no mandatory items for bargaining - Duty to bargain creates single global duty, not many separate duties to bargain every item placed on table - Refusal to discuss individual item is not refusal to bargain. (N.S.) p. 429; LRB File No. 563-81.
Government of Saskatchewan, S.G.E.U., [1982] May Sask. Labour Rep. 44.
- Refusal to bargain - Multi-employer bargaining - Is no legal obligation on employer to agree just because union wishes and expended resources to create multi-employer bargaining. (B.B.) p. 516; LRB File No. 006-93.
Saskatchewan Health-Care Association, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74.
- Refusal to bargain - New position - Board articulates policy that new position in "all-employee" unit remains in unit until Board finds that it should be excluded as managerial or confidential - Board refuses to find employer guilty as this was first opportunity for Board to express policy. (R.H.) p. 453 LRB File Nos 199-90 & 234-90.
Wascana Rehabilitation Centre, S.G.E.U., [1991] 3rd Quarter Sask. Labour Rep. 56.
- Refusal to bargain - New position - Board draws distinction between refusal to bargain terms and conditions of new position and refusal to bargain creation of new position - Is no obligation in *The Trade Union Act* to bargain creation of new position - If issue is covered by collective agreement, failure to bargain would constitute breach of agreement not unfair labour practice. (N.S.) p. 407; LRB File Nos 446-81 & 511-81.
Saskatoon Credit Union Ltd., U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41.
- Refusal to bargain - New position - Employer has obligation to bargain terms and conditions of employment when new position is created during term of collective agreement because no terms for position exist in collective agreement. (D.B.) p. 556 LRB File No. File No. 419-84.
Beverage Central Ltd., S.J.B.R.W.D.S.U., Local 480, [1985] July Sask. Labour Rep. 45.
- Refusal to bargain - New position - Is nothing in *The Trade Union Act* that requires employer to negotiate with union or even consult with union before creating or abolishing position - Collective agreement may contain restrictions. (J.H./R.H.) p. 77; LRB File No. 082-89.
City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.
- Refusal to bargain - No employees - Absence of employees does not effect validity of certification order or obligation to bargain during such periods. (N.S.) p. 382; LRB File No. 144-81.
Prince Albert Comprehensive High School Board, U.B.C.J.A., [1981] Sept. Sask. Labour Rep. 51.
- Refusal to bargain - No employees - Certification order requires employer to bargain even though at that particular time there are no employees in unit - Refusal violates s. 11(1)(c) of *The Trade Union Act*. (N.S.) p. 197; LRB File No. 323-78.
Vee-Jac Enterprises Ltd., (unreported).

DUTY TO BARGAIN IN GOOD FAITH — continued

- Refusal to negotiation - Purpose of duty to bargain is to foster frank and rational discussion which creates proper environment to conclude collective agreement - Board is reluctant to evaluate reasonableness and fairness of proposals. (B.B.) p. 442; LRB File No. 264-92.
Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep, 261.
- Refusal to bargain - Reasonableness of proposal - So long as proposal can be lawfully agreed to and is not designed to ensure failure of bargaining, the Board will not evaluate reasonableness of proposal. (D.B.) p. 1645; LRB File No. 254-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, (1989) Fall Sask. Labour Rep. 52.
- Refusal to bargain - Reclassified position - Conversion of in-scope positions into management positions by assignment of managerial duties is not contrary to *The Trade Union Act* when done for legitimate business reasons - Consent of union is not needed - Is no duty to negotiate but may be duty to consult with union if significant effect on unit. (J.H.I.R.H.) p. 77; LRB File No. 082-89.
City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.
- Refusal to bargain- Reclassified position-Employer cannot unilaterally treat in-scope position as out-of-scope position because it views position as managerial - If employer concludes agreement that includes position in unit it must exclude it through bargaining process or in accordance with s. 5(j) or (k) of *The Trade Union Act* • Circumstance is not same as creation of new position. (D.B.) p. 1259; LRB File No. 165-87.
Regina General Hospital, C.U.P.E., Local 176, [1988] Fall Sask. Labour Rep. 35.
- Refusal to bargain - Reclassified position - Refusal by employer to continue negotiations over whether position in- or out-of-scope constitutes breach of duty to bargain- Proper procedure is to apply to Board for exclusion. (N.S.) p. 184, LRB File No. 192-78.
CLC Local 481, S.G.E.U., (unreported).
- Refusal to bargain - Refusal by employer to meet within geographic boundaries of unit is not designed to impede bargaining and does not constitute unfair labour practice. (R.H.) p. 197; LRB File No. 094-90.
Last Mountain School Division No.29, C.U.P.E., [1990] Fall Sask. Labour Rep. 91.
- Refusal to bargain - Refusal to agree to proposals of other party however reasonable does not constitute refusal to bargain. (N.S.) p. 429 LRB File No. 563-81.
Government of Saskatchewan, S.G.E.U., (1982) May Sask. Labour Rep. 44.
- Refusal to bargain - Refusal to appoint arbitrator occurring before collective agreement is signed does not constitute violation of duty ins. 11(1)(c) of *The Trade Union Act*. (N.S.) p. 298; LRB File No. 165-80.
B.A. Construction Ltd., C.G.W.U., Local 890, [1980] Nov. Sask. Labour Rep. 39.
- Refusal to bargain - Refusal to meet - Employer delivering best proposal - No impasse reached - Union is entitled to opportunity to review proposal and respond in face-to-face discussions. (D.B.) p. 1645; LRB File No. 254-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52.

DUTY TO BARGAIN IN GOOD FAITH — continued

Refusal to bargain - Refusal to meet • Employer is not responsible for lack of bargaining when union has not made reasonable efforts to bargain or availed itself of opportunities presented by employer. (B.B.) p. 1, LRB File No. 020-92.

Beechy Union Hospital, S.E.I.U., Local 336, [1992] 3rd Quarter Sask. Labour Rep. 74.

Refusal to bargain - Refusal to meet • Not justified excuse of previous unfair labour practice by other party - One unfair labour practice does not justify another. (D.B.) p. 1645; LRB File No. 254-88.

University of Saskatchewan University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52.

Refusal to bargain - Signing of collective bargaining agreement, following service of proper notice to revise, does not bring obligation to bargain to end when it was not intention of parties - No new notice is necessary - Employer remains under duty to bargain. (J.H./B.B.) p. 149 LRB File No. 120-92.

City of Saskatoon, A.T.U., Local 615, [1992] 4th Quarter Sask. Labour Rep. 80.

Refusal to bargain - Statutory pension plan - Refusal to negotiate such plan over which employer has no control does not constitute refusal to bargain. (N.S.) p. 429; LRB File No. 563-81.

Government of Saskatchewan, S.G.E.U., [1982] May Sask. Labour Rep. 44.

Refusal to bargain - Successor employer is obligated to negotiate for settlement of grievances filed by employees of former owner. (D.B.) p. 922; LRB File No. 136-86.

Fairford Industries Ltd., U.P.W.A. Local 8294, Merit Manufacturing Inc. and Moose Jaw Steel Fab Services Ltd., [1982] Nov. Sask. Labour Rep. 42.

Refusal to bargain - Third party interference - Employer was affected by budgetary and other decisions made by third party government - Third party complicates and frustrates employer's ability to bargain with union - Was no evidence of bad faith where employer was honestly reacting to external events it could not control or anticipate. (B.B.) p. 516; LRB File No. 006-93.

Saskatchewan Health-Care Association, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74.

Refusal to bargain - Voluntary negotiations - Reorganization - Is no duty requiring employer to negotiate reorganization but having agreed to do so, employer violated s. 11(1)(c) of *The Trade Union Act* by abruptly breaking off negotiations. (B.B.) p. 271; LRB File No. 197-92.

WaterGroup Canada Ltd., J.B.R.W.D.S.U. and Aquafine Water Ltd., [1993] 1st Quarter Sask. Labour Rep. 111.

Refusal to bargain - Where employer's bargaining representatives lack authority, have no clear mandate, are imperfectly briefed and unable to explain their position, employer is in breach of duty to negotiate in good faith) - Representatives must come to table with sufficient information and authority to permit meaningful bargaining. (B.B.) p. 442; LRB File No. 264-92.

Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

Refusal to bargain - Whether anti-union animus is required to establish unfair labour practice - Board deciding anti-union animus is not required to establish failure to bargain. (B.B.) p. 1770; LRB File No. 192-94.

Santa Maria Senior Citizens Home Inc., C.U.P.E., Local 2569, [1994] 4th Quarter Sask. Labour Rep. 134.

DUTY TO BARGAIN IN GOOD FAITH — continued

- Refusal to bargain - Whether employer had failed to bargain in good faith in violation of s. 11(I)(c) of *The Trade Union Act* - Board deciding that employer had failed to bargain in good faith. (B.B.) p. 1329; LRB File No. 039-94.
O.K. Economy Stores (A Division of Westfair Foods Ltd.), S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 131.
- Refusal to bargain - Whether employer position that union could not have names of new employees or access to premises without "purchasing" these rights in bargaining constituted breach of duty to bargain - Board deciding that employer had violated duty. (B.B.); LRB File Nos. 148-93, 151-93, 192-93, 193-93, & 194-93.
F. W. Woolworth Co. Ltd., Myrna Johnson and U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 169.
- Refusal to bargain- Whether reallocation of earned days off constituted violation of s. 11(1)(c) of *The Trade Union Act* - Board deciding that issue is based in provisions of collective agreement and that deferral to arbitration is appropriate. (B.B.); LRB File No. 145-94.
University of Regina, C.U.P.E., Local 1975, [1994] 3rd Quarter Sask. Labour Rep. 194.
- Refusal to bargain - Whether refusal to discuss discipline with union in period prior to first collective agreement constitutes violation of duty to bargain- Board deciding employer had violated duty. (B.B.); LRB File Nos. 196-93, 197-93, 198-93 & 224-93.
Metis Addictions Council of Saskatchewan Inc., S.E.I.U., [1994] 1st Quarter Sask. Labour Rep. 125.
- Remedy - Interim order - Application alleged failure of employer to bargain in good faith - Whether change in allocation of earned days off should be enjoined - Board deciding that injunction should be refused - irreparable harm was not established - "Strong *prima facie* case" is standard where injunction would have effect of preempting decision on substantive issues - "Strong *prima facie* case" was not established. (B.B.) p. 1432LRB File No. 146-94.
University of Regina C.U.P.E., Local 1975, [1994] 3rd Quarter Sask. Labour Rep. 91.
- Remedy - Interim order - Whether steps taken by employer constituted grounds for interlocutory and interim order - Board issuing order preventing employer from making two changes in terms and conditions of employment. (B.B.) p. 1785; LRB File No. 238-94.
Prairie Micro-Tech Inc., S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 147.
- Remedy- Offer - Employer unilaterally withdrew offer after of *The Trade Union Act* s. 45 vote was ordered but before vote conducted- Board directed employer to reinstate offer pursuant to s. 5(e). (B.B.) p. 376; LRB File No. 229-92.
Western Canadian Beef Packers Ltd., U.F.C.W., Local 226-2, [1993] 1st Quarter Sask. Labour Rep. 189.
- Remedy - Reinstatement and monetary loss - Employer improperly terminated negotiations with union over reorganization which resulted in lay-offs - Remedy under ss. 5 and 42 of *The Trade Union Act* includes reinstatement and monetary loss. (B.B.) p. 271; LRB File No. 197-92.
WaterGroup Canada Ltd., S.J.B.R.W.D.S.U. and Aquafine Water Ltd., [1993] 1st Quarter Sask. Labour Rep. 111.

DUTY TO BARGAIN IN GOOD FAITH — continued

Surface bargaining - Board will not require employer to engage in surface bargaining by requiring it to go through motions of bargaining when real bargaining has ended. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers. Local 834, [1990] Winter Sask. Labour Rep. 75.

Unilateral change - Bargain to impasse - Board discussing but not deciding if impasse must be reached before employer is entitled to unilaterally implement change in terms or conditions of work - Board finding impasse existed where parties had engaged in lengthy negotiations on changes and where both clearly under good position of other party - (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

Unilateral change - Bonus to employees for work done is not gift - Constitutes unilateral change to terms and conditions of employment. (J.H.J.D.B.) p. 1388; LRB File No. 022-88.

Saskatchewan Power Corporation, E.C.W.U., Local 649, [1988] Winter Sask. Labour Rep. 64.

Unilateral change - Early retirement package is term or condition of employment - Unilaterally offering to employees violates duty to negotiate with union. (B.B.) p. 941; LRB File No. 240-93.

Saskatoon Board of Police Commissioners, Saskatoon City Police Association. [1993] 4th Quarter Sask. Labour Rep. 158.

Unilateral change - Unilateral and substantial improvement to terms of employment while negotiating with union raises inference that tactics are designed to undermine union. (J.H.) p. 1388; LRB File No. 022-88.

Saskatchewan Power Corporation, E.C.W.U., Local 649, [1988] Winter Sask. Labour Rep. 64.

Unilateral change - Unilateral change to terms and conditions of employment constitute unfair labour practice under s. 11(1)(m) of *The Trade Union Act* - Prohibition is not absolute - Section 11(1)(m) obligates employer to bargain collectively with union before making unilateral change to conditions of employment when no collective agreement is in force - Applies to certified unions and unions is only voluntarily recognized. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.

Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.

Unilateral change - Unilateral reduction in wages while collective agreement is in force is violation of s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 391; LRB File No. 236-84.

Wm. Clark Interiors Ltd. & Wm. Clark Interiors (Sask.), Carpenters Provincial Council of Saskatchewan, [1984] Nov. Sask. Labour Rep. 43.

Unilateral change - Where agreement is in force either by virtue of its terms or s. 4(c) of *The Construction Industry Labour Relations Act*, unilateral change in wages is violation of s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.

Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.

EMPLOYEE

- Casual and part-time -As general rule Board will not exclude casual and part-time employees from unit (D.B.) p. 1200; LRB File No. 116-86.
Lakeland Regional Library Board, C.U.P.E., Local 3077, [1987] Apr. Sask. Labour Rep. 59.
- Casual and part-time- Board does not usually exclude casual and part-time employees. (D.B.) p. 1482; LRB File No. 257-88.
Saskatoon Public Library Board, C.U.P.E., Local 2269, f1989J Spring Sask. Labour Rep. 82.
- Casual and part-time- Casual and part-time employees are not generally excluded from larger units. (D.B.) p. 744; LRB File No. 070-85.
University of Saskatchewan, University of Regina Faculty Association, (1986) Apr. Sask. Labour Rep. 34.
- Casual and part-time- Enlarging unit by adding in casual and Sunday staff- Unit is found appropriate notwithstanding inappropriateness of existing collective bargaining unit to new unit - Board assumes free collective bargaining will result in revised agreement that reflects new situation. (D.B.) p. 1482; LRB File No. 257-88.
Saskatoon Public Library Board, C.U.P.E., Local 2269, [1989] Spring Sask. Labour Rep. 82.
- Casual and part-time- General rule is not to segregate small group of part-time employees from otherwise all-employee unit (J.H./D.B.) p. 742; LRB File No. 308-85.
Cadillac Fairview Corporation Ltd., S.E.I.U., Local 299, [1986] Apr. Sask. Labour Rep. 32.
- Casual and part-time- Such employees must have sufficient regular and substantial connection with employer to be included in bargaining unit. (B.B.) p. 682; LRB File No. 002-93.
Metis Addictions Council of Saskatchewan, Inc., S.E.I.U., Local 333, (1993) 3rd Quarter Sask. Labour Rep. 49.
- Casual and part-time- Union applied for all employees - Regularly scheduled part-time employees have sufficient interest to participate in representation question - Holding full-time job with separate employer is not grounds for disqualifying. (J.H./R.H.) p. 467; LRB File No. 170-91.
Jadon Holdings Ltd., U.F.C.W., Local 1400, [1991] 4th Quarter Sask. Labour Rep. 63.
- Confidential personnel - Acting administrator and confidential secretary - Whether acting administrator and confidential secretary should be excluded from bargaining unit - Board deciding position should be excluded. (B.B.) p. 1287; LRB File No. 038-94.
Town of Moosomin, C.U.P.E., Local 3737, [1994] 2nd Quarter Sask. Labour Rep. 92.
- Confidential personnel - Board distinguished between occasionally and regularly acting in confidential capacity. (D.B.) p. 275; LRB File No. 470-83.
St. Joseph's Union Hospital, C.U.P.E., Local 304, [1984] July Sask. Labour Rep. 36.
- Confidential personnel - Bookkeeper - Secretary receptionist - Confidential capacity must be in regard to employer's labour relations - Other confidential capacity is not relevant - Certification likely to increase labour relations component of duties - Much of employer's labour relations will be performed off premises, but some will involve bookkeeper - Exclusion of one clerical position is reasonable- Bookkeeper is excluded- Secretary is included. (B.B.) p. 682; LRB File No. 002-93.
Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

EMPLOYEE — continued

- Confidential personnel - Clerical person is responsible for providing all clerical service required in connection with employer's industrial relations even though duties do not occupy majority of time. (J.H./D.B.) p. 1467; LRB File No. 067-88.
Royal Canadian Legion Reg. 1 Branch, S.J.B.R.W.D.S.U., Local 454, 1989 Spring Sask. Labour Rep. 56
- Confidential personnel - Clerical person is excluded when person provides all clerical services including labour relations - Board notes that labour relations component is likely to increase due to certification. (J.H./R.H.) p. 465; LRB File No. 206-91.
Estevan Home Care District #19 Inc., S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54.
- Confidential personnel - Foreman is not acting regularly in confidential capacity and has no real authority - Mere supervision is insufficient - Management of physical plant does not conflict with membership in union. (N.S.) p. 48; LRB File No. 551-77.
The Town of Leader, S.E.J. Local 336, [1978] Mar. Sask. Labour Rep. 46.
- Confidential personnel - Incidental access to confidential information respecting labour relations is not enough - Person must act regularly in confidential capacity. (J.H./D.B.) p. 918; LRB File No. 087-86.
Household Trust Company, F.C.W., Local 1400, [1987] Mar. Sask. Labour Rep. 29.
- Confidential personnel - Payroll administrator - Duties involved sensitive and confidential information related to labour relations - Earlier provisional exclusion order is confirmed. (B.B.) p. 470; LRB File No. 250-92.
Regina Public Library Board, C.U.P.E., Local 1594, [1993] 1st Quarter Sask. Labour Rep. 276.
- Confidential personnel - Regularly employed in confidential capacity - Only clerical employee types all industrial relations material recurring and predictable basis - Position is excluded by Board. (J.H./R.H.) p. 151; LRB File No. 033-90.
Saskatoon Interval House, G.E.U., [1990] Fall Sask. Labour Rep. 63.
- Confidential personnel - Secretary - Inevitable result of certification will be to increase employer's labour relations - Only one clerical position exists for entire management - Position is excluded as Board is satisfied position will be regularly involved in employer's labour relations. (J.H./B.B.) p. 290; LRB File No. 248-92.
Langenberg Centennial Special Care Home, S.E.I.U., Local 299, [1993] 1st Quarter Sask. Labour Rep. 119.
- Confidential personnel - Secretary is excluded when position provides all clerical services including labour relations - Board notes that labour relations' component is likely to increase due to certification. (J.H./R.H.) p. 465; LRB File No. 206-91.
Estevan Home Care District #9 Inc., S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54.
- Confidential personnel - Secretary regularly types confidential reports, minutes and correspondence dealing with industrial relations - No other typist is out-of-scope - Board will reconsider exclusion under s. 5(k) of Trade Union Act if duties change. (D.B.) p. 1336; LRB File No. 041-88.
Town of Unity, C.U.P.E., Local 12752, [1988] Fall Sask. Labour Rep. 80.

EMPLOYEE — continued

Confidential personnel - Stenographer types confidential material respecting labour relations - Access to such material is not sufficient reason for exclusion - Secretarial exclusion is justified where volume of confidential material is great and secretary regularly works with such material. (N.S.) p. 354; LRB File No. 385-80.

Rosetown School Division No. 43, C.U.P.E., Local3002, [1981] May Sask. Labour Rep. 49.

Confidential personnel - Vacant positions - Board has little choice but to rely to great extent on employer's representations about duties, past and proposed - If duties are defined with sufficient certainty to permit determination that incumbent is likely to regularly act in confidential capacity, Board will make preliminary ruling- Ruling is subject to review during open period after incumbent is in position for reasonable period - Onus remains on employer to establish grounds for exclusion. (D.B.) p. 1484; LRB File No. 246-88.

Bosco Homes Inc., S.G.E.U., [1989] Spring Sask. Labour Rep. 84.

Confidential personnel -Whether acting administrator/confidential secretary should be excluded from bargaining unit - Board deciding position should be excluded. (B.B.) p. 1287; LRB File No. 038-94.

Town of Moosomin, C.U.P.E., Local 3737, [1994] 2nd Quarter Sask. Labour Rep. 92.

Definition - "Employee" includes person whose dismissal is subject to proceedings before Board under wording of s. 2(f)(iii) of *The Trade Union Act*. (D.B.) p. 683LRB File No. 249-85.

ChoicelandAutoService, S.J.B.R.W.D.S.U., [1986] Feb. Sask. Labour Rep. 66.

Definition - Employee or subcontractor - Practice and procedure - Alleging unfair labour practice under s. 36 of *The Trade Union Act* or making application under s. 5(m) is preferable to application for unfair labour practice under s. 11(l)(c). (D.B.) p. 556LRB File No. 419-84.

Beverage Central Ltd, S.J.B.R.W.D.S.U., Local480, [1985] July Sask. Labour Rep. 45.

Definition - Employee who is subject to proceedings before Board is entitled to vote - Ballots are segregated until Board decides whether are entitled to reinstatement - All ballots are sealed in interim. (D.B.) p. 1291; LRB File No. 250-87.

Olmec Construction Ltd v. A., Local1264, [1988] Fall Sask. Labour Rep. 45.

Definition - Is no contradiction between definitions of employee and employer in *The Trade Union Act*. (N.S.) p. 90; LRB FileNo. 564-77.

Parkland School Unit No. 63, C.U.P.E., Local832, (1978) June Sask. Labour Rep. 56.

Definition - Pierce corporate veil - Person may still be employee even though he or she purports to act through corporation. (D.B.) p. 1338; LRB File No. 194-87.

M & B Trucking Ltd, S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd., and Evitts et al., [1988] Fall Sask. Labour Rep. 82.

Independent contractor - Board considers degree of control over method of providing goods and services, ownership of tools, chance of profit, risk of loss and statutory purpose - Whether person is carrying on business on own behalf or for superior. (D.B.) p. 958; LRB File No. 259-86.

Bramel Industries Ltd, U.A., Local 179, [1987] Jan. Sask. Labour Rep. 35.

Independent contractor - Board discusses factors to be considered. (D.B.) p. 140; LRB File No. 029-83.

Dairy Producers Co-operative Ltd, S.J.B.R.W.D.S.U., Local544, [1983] Dec. Sask. Labour Rep. 30.

EMPLOYEE — continued

Independent contractor- Brief swmap' of principles and factors considered. (J.H.I.R.H.) p. 657; LRB File No. 268-91.

Harmon International/ndu ries Ltd., U.S.W.A., [1992] 2nd Quarter Sask. Labour Rep. 73.

Independent contractor - Certified employer contracted out cleaning services - Authorities reviewed by Board- Facts of relationship are very important- Certified employer provides some supplies and equipment- Contractor extensive autonomy - Contractor can do work or hire others to do work - Contractor has no employees - Interest of certified employer and quality of work are not same as supervisory authority - Risk of loss and chance of gain evaluated - Imbalance of power between large employer and small contractor does not convert independent contractor to employee. (B.B.) p. 480; LRB File No. 090-93.

City of North Battleford, C. .P.E..Local287, [1993] 1st Quarter Sask. Labour Rep. 296.

Independent contractor- Chaplains - whether chaplains at Youth Addiction Treatment Centre should be excluded from bargaining unit - Board deciding that chaplains are "employees" within meaning of s. 2(f) of *The Trade Union Act*, and that should be included in bargaining unit. (B.B.) p. 1387; LRB File No. 083-94.

Whitespruce Youth Treatment Centre, S.G.E.U., [1994] 2nd Quarter Sask. Labour Rep. 184.

Independent contractor - Delivery Drivers - Whether failure to deduct union dues or terminate employment of delivery drivers constituted violation of ss. 32(2) and 36(2) of *The Trade Union Act* - Board deciding drivers were independent contractors and not "employees" within meaning of s. 2(f) of the *Act*. (B.B.) p. 1663; LRB File No. 264-93.

Beatrice Foods Ltd., U.F.C.W., Local 241-2 and Mierau, Woodhouse, Elkew, [1994] 3rd Quarter Sask, Labour Rep. 32.

Independent contractor - Gas bar operators - Factors reviewed - Entrepreneurial control to make decisions that determine **ial** success or failure of business is most important feature that distinguishes independent contractors from employees - Strict operating, marketing and maintenance standards imposed by principal are not inconsistent with status of independent contractor. (J.H.I.R.H.) p. 144; LRB File No. 256-88.

Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Locals 539 and 540 and Sherwood Co-operative Association Ltd., [1990] Fall Sask. Labour Rep. 57.

Independent contractor - Generally accepted factors for distinguishing between employee and independent contractor include: degree of control over method of providing goods and services; ownership of tools; chance for profit; and risk of loss. (D.B.) p. 1338; LRB File No. 194-87.

M & B Trucking Ltd., S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82.

Independent contractor - Generally accepted tests include control over how work is performed; chance for profit and loss ownership of tools and equipment; carrying on business on own behalf - Corollary to contracting out is finding that students were independent contractors. (D.B.) p. 1018; LRB File No. 125-86.

Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union. Local 397 [1987] Mar. Sask. Labour Rep. 48.

EMPLOYEE — continued

- Independent contractor - Janitorial contractor is employee within s. 2(f) of *The Trade Union Act* as services can be subject of collective bargaining. (N.S.) p. 379; LRB File No. 124-81 .
Yorkton Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1981] Oct. Sask. Labour Rep. 34.
- Independent contractor - Karaoke operator - Board deciding karaoke operators fall within definition of "employee" and should be included in bargaining unit. (B. B.) p. 1180; LRB File No. 281-93.
PADC Holdings Inc. operating as Prince Albert Inn, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 254.
- Independent contractor - Person need not be excluded from scope of unit - Board policy is to specifically include persons designated as employees pursuant to s. 2(f)(iii) of *The Trade Union Act*. (D.B.) p. 1484; LRB File No. 246-88.
Bosco Homes Inc., S.G.E.U., [1989] Spring Sask. Labour Rep- 84.
- Independent contractor - School caretakers are employees within s. 2(f)(iii) of *The Trade Union Act* where terms of employment could be subject of collective bargaining. (N.S.) p. 336; LRB File No. 383-80.
Shamrock School Division No. 38, C.U.P.E., Local 2452, [1981] May Sask. Labour Rep. 47.
- Independent contractor - Sections 2(f)(ii) and (iii) are intended to extend *The Trade Union Act* to persons who at law are not employees but contractors - Section 2(f)(ii) must be read in manner that does not render s. 2(f)(i) meaningless or in manner that would leave definition of employee to discretion of Board with no practical statutory guidelines. (N.S.) p. 364; LRB File No. 085-80.
Westfair Foods Ltd. (Supervalu), U.F.C.W., [1981] Feb. Sask. Labour Rep. 66.
- Independent contractor - Sections 2(f)(ii) and (iii) empower Board to find independent contractor and employees of contractor to be employees of principal. (N.S.) p. 90; LRB File No. 564-77.
The Board of the Parkland School Unit, No. 63, C.U.P.E., Local 832, (1978) June Sask. Labour Rep. 56.
- Independent contractor - Six tests are reviewed by Board - Substance, not form of relationship, is important. (R.H.) p. 46; LRB File No. 267-89.
Tesco Electric Ltd., I.B.E.W., Local 2038, [1990] Summer Sask. Labour Rep. 57.
- Managerial exclusion - Accountant, personnel/payroll co-ordinator - Board deciding that accountant should be excluded from bargaining unit but not personnel/payroll co-ordinator. (B.B.) p. 1266; LRB File No. 058-94.
Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 89.
- Managerial exclusion - Board discusses general principles and individual factors used to identify management - Primary responsibility does not require employee to spend majority of time exercising those responsibilities. (D.B.) p. 44; LRB File No. 437-82,
Saskatchewan Housing Corporation, S.G.E.U., [1983] July Sask. Labour Rep. 34.

EMPLOYEE — continued

- Managerial exclusion - Board reviews general principles - Factors considered include power to hire, fire, discipline, promote, demote, evaluate, administer collective agreement and grievances, direct work force and degree of independent discretion - Size of department is not relevant - Managerial functions may be primary responsibility notwithstanding they occupy relatively small part of time. (N.S.) p. 34; LRB File No. 085-80.
Westjair Foods Ltd. (Supervisor), U.F.C.W., (1981) Feb. Sask. Labour Rep. 66.
- Managerial exclusion - Board will honour managerial exclusions negotiated by parties with two possible exceptions. (J.H./R.H.) p. 86; LRB File No. 276-88.
City of Regina, C.U.P.E., Local 21, [1990] Summer Sask. Labour Rep. 80.
- Managerial exclusion - Computer operations head - Duties include hiring, evaluation, scheduling, discipline, independence in expenditure of funds and computer systems which will affect staff levels - Provisional exclusion order is confirmed. (B.B.) p. 470; LRB File No. 250-92.
Regina Public Library Board, C.U.P.E., Local 1594, [1993] 1st Quarter Sask. Labour Rep. 276.
- Managerial exclusion - Conflict of interest test - Buyer-storekeeper is not management - Authority and functions do not create conflict with his interests as member of bargaining unit - Duties do not affect economic lives of bargaining unit (D.B.) p. 1355; LRB File No. 108-88.
Molson Saskatchewan Brewery Ltd., U.F.C.W., Local 318, (1988) Fall Sask. Labour Rep. 95.
- Managerial exclusion - Construction manager who worked independently with substantial responsibility and discretion in business operations, but whose responsibilities were not in conflict with responsibilities as member of union, is included - Independent discretion in area of creation of policy calls for exclusion from unit. (N.S.) p. 400; LRB File No. 111-81.
Yorkton Co-operative Association, S.J.B.R.W.D.S.U., [1981] Sept. Sask. Labour Rep. 49.
- Managerial exclusion - Discussion of general principles - Integral part of management - Fundamental right of employees to belong to union - Mere supervisory duties are insufficient to warrant exclusion. (D.B.) p. 399; LRB File No. 089-84.
University Hospital, S.U.N., [1984] Nov. Sask. Labour Rep. 31.
- Managerial exclusion - Employer has responsibility to recognize its managerial requirements and fulfill them - Employer cannot interfere with employees' right to belong to union under guise of creating managerial positions. (D.B.) p. 1824; LRB File No. 219-88.
Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.
- Managerial exclusion - Exclusion of in-scope position - Where position was in-scope as result of previous order or collective agreement, evidence of material change in duties is required to obtain order for managerial exclusion. (J.H./R.H.) p. 86; LRB File No. 276-88.
City of Regina, C.U.P.E., Local 21, [1990] Summer Sask. Labour Rep. 80.
- Managerial exclusion - Exercising managerial authority over employees in different bargaining unit from one it currently belongs to does not alter fact that position is managerial and must be excluded from bargaining units. (D.B.) p. 1526; LRB File No. 292-88.
Central Butte Union Hospital, S.U.N., [1989] Summer Sask. Labour Rep. 40.

EMPLOYEE — continued

Managerial exclusion - Exercising managerial authority over employees who belong to different bargaining unit than one to which manager belongs does not alter fact that position is managerial and must be excluded from bargaining unit. (J.H./D.B.) p. 1536; LRB File No. 283-88.

St. Paul's Hospital, S.U.N., [1989] Summer Sask. Labour Rep. 46.

Managerial exclusion - Facility planner- Board deciding that facility planner should be within scope of bargaining unit. (B.B.) p. 1156; LRB File No. 263-93.

Regina District Health Board (Regina General Hospital), C.U.P.E., Local 176, [1994] 1st Quarter Sask. Labour Rep. 232.

Managerial exclusion - Firefighters - Review of principles and authorities - Board decides status of assistant chief, research/safety technician, director of training, fire marshal & manager of special projects. (B.B.) p. 1269LRB File Nos. 255-93 & 268-93.

City of Regina, Regina Professional Fire Fighters Association, Local No. 181, [1994] 2nd Quarter Sask. Labour Rep. 73.

Managerial exclusion - Foremen who primarily work in their trades and perform minor managerial functions are not excluded from all-employee bargaining unit. (C.P.); LRB File No. 303-73.

Moose Jaw Times-Herald, Moose Jaw Typographical Union, Local 627, [1975] Mar. Sask. Labour Rep. 52.

Managerial exclusion - General principles - Board considers whether inclusion would be incompatible with union membership - Mere supervisory authority is insufficient to warrant exclusion. (D.B.) p. 503; LRB File No. 378-84.

St. Joseph's Hospital & Foyer D'Youville, S.U.N. and Sisters of Charity of Montreal (Grey Nuns), [1985] Apr. Sask. Labour Rep. 46.

Managerial exclusion - General principles considered include employee's ability to fundamentally effect economic lives, conflict of duty and true community of interest. (D.B.) p. 382; LRB File No. 083-84.

Liquor Board of Saskatchewan, S.G.E.U., [1984] Nov. Sask. Labour Rep. 38.

Managerial exclusion - Group home supervisors and support workers in group borne for handicapped who have considerable autonomy in performance of work and access to confidential client information, and who are responsible to supervise and train students, but who have no managerial authority over other employees, are not excluded. (B.B.) p. 590LRB File No. J12-93.

Parkland Society for Aid to the Mentally Handicapped, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 147

Managerial exclusion - If person is integral part of management's bargaining team, exclusion is justified. (N.S.) p. 407LRB File Nos. 446-81 & 511-81.

Saskatoon Credit Union Ltd., U.F.C.W., Local 400, [1982] May Sask. Labour Rep. 41.

Managerial exclusion - Individuals who make serious recommendations which regularly and significantly impact upon employment situation or security of fellow employees are not employees. (D.B.) p. 1824; LRB File No. 219-88.

Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.

EMPLOYEE — continued

Managerial exclusion - Infection control nurse is integral part of management. (D.B.) p. 751; LRB File No. 199-85.

Victoria Union Hospital, S.U.N., [1986] Apr. Sask. Labour Rep. 49.

Managerial exclusion - Integral part of management - Board considers whether inclusion in bargaining unit would be incompatible with collective bargaining. (D.B.) p. 407; LRB File No. 072-84.

Wapiti Regional Library Board, C.U.P.E., Local 1788, [1984] Nov. Sask. Labour Rep. 48.

Managerial exclusion - Integral part of management - Conflict of interest - Duties and responsibilities clearly cause them to be necessary component of management - Duties may include first line authority, significant participation in planning and formulation of policy, independent decision-making authority in matters affecting economic lives of employees - If person has tangible and significant role to play in managing work or workforce such that inclusion in bargaining unit is incompatible with performance of duties, Board will exclude position. (D.B.) p. 1824; LRB File No. 219-88.

Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.

Managerial exclusion - Integral part of management - Family relationship to owner and manager does not in itself make employee integral part of management. (D.B.) p. 1478; LRB File No. 229-88.

Ne-Ho Enterprises Ltd, U. C.W., Local 1400, [1989] Spring Sask. Labour Rep. 79.

Managerial exclusion - Integral part of management - Highly paid technical employee who co-ordinates, directs and supervises subordinate and who has some minor advisory function, does not have responsibilities that create kind of conflict requiring exclusion. (D.B.) p. 1497; LRB File No. 271-88.

Regina General Hospital, U.P.E., Local 176, [1989] Spring Sask. Labour Rep. 94.

Managerial exclusion - Integral part of management - Sous chef, who has very close working relationship with management and who exercises some managerial authority, is excluded. (J.H./D.B.) p. 1475; LRB File Nos. 155-88, 156-88 & 157-88.

Remai Investment Company Ltd., H.E.R.E., Local 767, [1989] Spring Sask. Labour Rep. 77.

Managerial exclusion - Integral part of management - When employees have such tangible and significant role to play in managing employer's work that inclusion in unit is incompatible with effective performance of their duties, Board will exclude them. (J.H./D.B.) p. 918; LRB File No. 087-86.

Household Trust Company, F.C.W., Local 1400, [1987] Mar. Sask. Labour Rep. 29.

Managerial exclusion - Internal auditor - Board sets forth number of factors that distinguish management. (D.B.) p. 1; LRB File No. 202-81.

University of Regina, Administrative Personnel Group at University of Regina, [1983] Apr. Sask. Labour Rep. 61.

Managerial exclusion - Labour relations consultant employed by Association to provide managerial services to members of Association, but who provides no managerial services to own employer, is not excluded - Dissent by Chair. (J.H./B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Health-Care Association, Insurance Office and Professional Employees' Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137.

EMPLOYEE — continued

Managerial exclusion - Lead-hand - Whether employee initiating rescission application exercises managerial authority- Board deciding employee is not performing managerial functions. (B.B.) p. 1253; LRB File No. 276-93.

Harmon International Industries Inc., U.S.W. A. and Weathered, [1994] 2nd Quarter Sask. Labour Rep. 61.

Managerial exclusion - Lead-hand who supervises does inventory and record keeping, but who has no authority to hire, fire or discipline is found to be employee within meaning of *The Trade Union Act*. (B.B.) p. 735; LRB File No. 127-93.

Patent Scaffolding Co. -Canada, A Division of Harsco Canada Ltd, U.B.C.J.A., Local 1985, [1993] 3rd Quarter Sask. Labour Rep. 98.

Managerial exclusion - Management team concept - Professional distinguished from managerial - Professionals must have managerial responsibility in sense of authority to affect terms of employment of other employees - High degree of professional independence and authority on matters of professional nature is not sufficient. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Managerial exclusion- Management team concept discussed. (D.B.) p. 1298; LRB File No. 228-87.

Parkridge Centfe, S.U.N., [1988] Fall Sask. Labour Rep. 58.

Managerial exclusion - Managerial authority means authority to make decisions on routine and regular basis that affect lives of subordinate employees - Minor admonitory and supervisory authority coupled with occasional managerial authority is not sufficient. (J.H./R.H.) p. 118; LRB File No. 234-89.

Battlefords Union Hospital, Providence Hospital, Yorkton Union Hospital, Victoria Union Hospital, Swift Current Union Hospital and S.U.N., [1990] Summer Sask. Labour Rep. 11 J.

Managerial exclusion - Managerial duties must be primary function - Is not sufficient to show that is managerial aspect - Where managerial and non-managerial duties combined into single position, managerial duties must be primary. (J.H./B.B.) p. 826; LRB File No. 175-93.

Lifeline Ambulance Services Ltd., S.E.I.U., Local 299, [1993] 3rd Quarter Sask. Labour Rep. 182.

Managerial exclusion - Managers - Is no authority in *The Trade Union Act* to extend benefits of collective bargaining to managers. (J.H./R.H.) p. 118; LRB File Nos. 234-89, 235-89, 236-89, 245-89 & 246-89.

Battlefords Union Hospital, Providence Hospital, Yorkton Union Hospital, Victoria Union Hospital, Swift Current Union Hospital and S.U.N., [1990] Summer Sask. Labour Rep. III.

Managerial exclusion - Managers - Separate bargaining unit for management is rejected as incompatible with rationale for management exclusions, (J.H./B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Health-Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397, [1993] 1st Quarter Sask. Labour Rep. 137.

Managerial exclusion - Material change - Where position's relationship to bargaining unit has already been decided by Board or collective agreement, Board will refuse amendment that seeks to reverse position's status, unless material change is established. (R.H.) p. 468; LRB File Nos. 177-90, 178-90, 227-90, 228-90, 229-90, 035-91 & 088-91.

Canada Safeway Limited, S.J.B.R.W.D.S.U., Locals 480, 454 and 496, [1991] 4th Quarter Sask. Labour Rep. 43.

EMPLOYEE — continued

Managerial exclusion - Mere identification by employees of person as management is not sufficient to create management status. (N.S.) p. 388; LRB File No. 247-80.

Saskatoon City Hospital, S.I.F.N., [1981] Sept. Sask. Labour Rep. 52.

Managerial exclusion - Minor managerial functions that are not primary functions do not create conflict between performance of duties and membership in union. (N.S.) p. 459; LRB File No. 037-81.

Liquor Board of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 64.

Managerial exclusion - Newly assigned duty - Where employer seeks to exclude position that was previously determined to be part of bargaining unit, employer must show that newly assigned duties are clearly identified, uniformly assigned and genuinely intended to be performed. (J.H./D.B.) p. 1585LRB File No. 186-88.

Battlefords Regional Care Centre, C.U.P.E., Local 600, [1989] Summer Sask. Labour Rep. 80.

Managerial exclusion - Nurse-senior counsellor at detox centre and senior counsellor of in-patient program are not management (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Managerial exclusion - Nurses - Indicia of management must include independence and discretion in meeting management's objectives, ability to set and alter policy and must genuinely influence decision-making - Supplying information or input is not sufficient. (D.B.) p. 1298; LRB File No. 228-87.

Parkridge Centre, S.U.N., [1988] Fall Sask. Labour Rep. 58.

Managerial exclusion - Nurses - Integral part of management is discussed - Are functions such that inclusion in unit creates conflict of interest - Direction, supervision and minor advisory functions need not create conflict. (D.B.) p. 1298; LRB File No. 228-87.

Parkridge Centre, S.U.N., [1988] Fall Sask. Labour Rep. 58.

Managerial exclusion - Nurses - Manager of palliative care is excluded as position combines administrative, professional and managerial duties. (J.H./R.H.) p. 5; LRB File No. 165-89.

Saskatoon City Hospital, S.I.F.N., (1990) Spring Sask. Labour Rep. 58.

Managerial exclusion - Nursing unit managers - Primary responsibility is to provide traditional hands-on nursing care - Spending some time carrying out managerial functions does not justify exclusion. (D.B.) p. 1824; LRB File No. 219-88.

Kindersley Senior Care Inc. S.U.N., [1989] Winter Sask. Labour Rep. 47.

Managerial exclusion - Office, sales and supervisory staff - Board deciding that majority of office, sales and supervisory positions should be included in bargaining unit. (B.B.) p. 1180; LRB File No. 281-93.

PADC Holdings Inc. operating as Prince Albert Inn, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 24.

Managerial exclusion - Person is integral part of management notwithstanding fact that, on occasion, he or she works with tools. (D.B.) p. 267; LRB File No. 445-83.

Hagblom Construction (1981) Ltd., I.U.B.A.C., Local 3, [1984] June Sask. Labour Rep. 42.

EMPLOYEE — continued

Managerial exclusion - Person must actually exercise managerial functions - Mere authority to carry out managerial functions is insufficient - Deferring actual exercise to superior is not actually exercising authority. (D.B.) p. 457; LRB File No. 224-83

Macdonalds Consolidated Ltd., S.J.B.R.W.D.S.U., [1985] Mar. Sask. Labour Rep. 32.

Managerial exclusion - Person must be in conflict between performance of duties and membership in union - Independent discretion in creation or influence of policy creates such conflict. (N.S.) p. 407; LRB File Nos. 446-81 & 511-81.

Saskatoon Credit Union Ltd., U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41.

Managerial exclusion - Person who is integral part of management is distinguishable from employees who only co-ordinate, direct, supervise or carry out minor administrative functions - Is no conflict between employee's duties and interests as member of bargaining unit. (D.B.) p. 1824; LRB File No. 219-88.

Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.

Managerial exclusion - Persons receiving higher wages are not necessarily management. (D.B.) p. 1478; LRB File No. 229-88.

Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1989] Spring Sask. Labour Rep. 79.

Managerial exclusion - Practice and procedure - Board begins from premise that employees have right to bargain collectively - Onus is on party seeking exclusion. (D.B.) p. 1824; LRB File No. 219-88.

Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.

Managerial exclusion - Primary responsibility - Board rejects simple quantitative test based on percentages although that is relevant factor - Test is whether there is true opportunity to exercise managerial authority and whether it is routinely exercised by position. (J.H./IRH.) p. 486; LRB File No. 143-91.

Remai Investment Co. Ltd., S.J.B.R.W.D.S.U., [1991] 4th Quarter Sask. Labour Rep. 56.

Managerial exclusion - Primary responsibility - Simple quantitative test is rejected although quantitative measurements are not irrelevant - Managerial duties must be routine and regular - Occasional managers who are rank and file employees most of time are not excluded. (J.H./R.H.) p. 118; LRB File Nos. 234-89, 235-89, 236-89, 245-89 & 246-89.

Battlefords Union Hospital, Providence Hospital, Yorkton Union Hospital, Victoria Union Hospital, Swift Current Union Hospital and S.U.N., [1990] Summer Sask. Labour Rep. III.

Managerial exclusion - Professional employee - Professional responsibility is distinguished from managerial responsibility. (J.H./D.B.) p. 1536; LRB File No. 283-88.

SL Paul's Hospital, S.U.N., [1989] Summer Sask. Labour Rep. 46.

Managerial exclusion - Rationale for management exclusions is equally applicable to those who are integral part of management or those who act in confidential capacity. (D.B.) p. 1824; LRB File No. 219-88.

Kindersley Senior Care Inc., S.U.N., [1989] Winter Sask. Labour Rep. 47.

Managerial exclusion - Recent hired managers - Board will make reasonable assumption they will eventually carry out same managerial duties as predecessors - Ruling is subject to review during open period. (D.B.) p. 1484; LRB File No. 246-88.

Bosco Homes Inc., S.G.E.U., [1989] Spring Sask. Labour Rep. 84.

EMPLOYEE — continued

Managerial exclusion - Team management- Collegial decision-making - Limitations and application are considered by Board. (J.Ili/B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Health-Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397 [1993] 1st Quarter Sask. Labour Rep. 137.

Management exclusion - Vacant position - Exclusion is refused as managerial duties are not identified with clarity and certainty. (J.H./R.H.) p. 465; LRB File No. 206-91.

Estevan Home Care District 9/nc., S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54.

Managerial exclusion - Where employer seeks exclusion of new position from all-employee unit, onus is on employer. (D.B.) p. 97; LRB File No. 017-83.

City of Regina, City Firefighters' Union, Local 181. [1984] Jan. Sask. Labour Rep. 37.

Seasonal - Whether seasonal employees should be excluded from bargaining unit - Board deciding seasonal public works employees should not be excluded. (B.B.) p. 1287; LRB File No. 038-94.

Town of Moosomin. C.U.P. - Local 3737, [1994] 2nd Quarter Sask. Labour Rep. 92.

Security staff- Whether security staff should be excluded from bargaining unit on grounds of possible conflict of interest - Board deciding security personnel should be included in unit. (B.B.) p. 1180; LRB File No. 281-93.

PADC Holdings Inc. operating as Prince Albert Inn, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 254.

Status - Apprentice or journeymen - Union was certified to represent journeymen and apprentices - Employees doing work who are not journeymen or apprentices are not in unit and need not join or pay dues. (D.B.) p. 1623; LRB File No. 263-88.

Western Automatic Sprinklers (1983) Ltd., U.A., Local 179, [1989] Fall Sask. Labour Rep. 37.

Status - Dismissed with notice - Employee who has been dismissed remains employee until period and notice of dismissal expires. (D.B.) p. 683; LRB File No. 249-85.

Choice and Auto Service, S.F.B.R.W.D.S.U., [1986] Feb. Sask. Labour Rep. 66.

Status - Lay-off - Board has consistently taken view that employees who are not employed on date application for certification if filed do not participate in representation question - Employees were laid-off for lack of work and given termination slip and vacation pay prior to date application was filed - Fact that they may be offered re-employment when employer has need, which they may or may not accept, is not sufficient to make them employees on date application was filed. (R.H.) p. 19; LRB File Nos. 166-89, 193-89 to 195-89, 214-89 to 216-89.

Metal Fabricating Services Ltd., I.A.B.S.O.I.W.U., Local 838, [1990] Spring Sask. Labour Rep. 70.

Status - Lay-off • Construction industry - Employees on lay-off do not participate in representation question unless are exceptional circumstances. (J.H./D.B.) p. 1859; LRB File No. 137-89.

Isayew Contracting Ltd., I.W.A. - Canada, Local 1-184, [1989] Winter Sask. Labour Rep. 74.

EMPLOYEE — continued

- Status - Lay-off - Eligibility of employees on lay-off to participate in representation question is determined by whether they have reasonable expectation of recall - Recall rights contained in collective agreement are important factor to consider but are not determinative. (J.H./D.B.) p. 634LRB File No. 067-85.
Northern Telecom Company Limited, Rintoul, and Communications Workers of Canada, [1985] Oct. Sask. Labour Rep. 3L
- Status - Lay-off - Employees on lay-off are entitled to participate in representation vote if have reasonable expectation of recall. (D.B.) p. 263; LRB File No. 006-84.
Rural Municipality Corman Park No. 34, I.U.O.E., Local 870, [1984] JIUle Sask. Labour Rep. 44.
- Status - Lay-off - Laid-off tradesmen in construction industry are seldom eligible to vote based on test of reasonable expectation of recall. (J.H./D.B.) p. 907; LRB File No. 221-85.
Little Borland Ltd., U.B.C.J.A., Local 1805 and Schan, [1986] Feb. Sask. Labour Rep. 55.
- Status - Lay-off - Long-term employees with reasonable expectation of recall are entitled to participate in representation question. (J.H./D.B.) p. 692; LRB File Nos. 221 & 275-85.
Little-Borland Ltd., U.B.C.J.A., Local 1805 and Schan, [1986] Feb. Sask. Labour Rep. 55.
- Status - Lay-off - Recall rights under collective agreement are factor to consider but are not determinative of eligibility - Normal policy requires employees to be employed on date vote is ordered and date vote is held - Policy is strictly applied in construction industry with some softening outside of construction - Onus is on party seeking exception. (J.H./B.B.) p. 154; LRB File Nos. 185-92 & 188-92.
Con-Force Structures Ltd., U.B.C.J.A., Local 1985, Construction and General Workers, Local 180 and Ennis, [1992] 4th Quarter Sask. Labour Rep. 117.
- Status - Leave of absence - Employee on leave of absence at company expense and under arrangements to return retains employee status and remains on statement of employment. (N.S.) p. 316; LRB File No. 263-80.
Develcon Electronics Limited, U.S.W.A., [1981] Mar. Sask. Labour Rep. 35.
- Status - New employee - Employees employed outside proposed bargaining unit on date application for certification is filed are ineligible, notwithstanding fact that they became employed within bargaining unit shortly thereafter - Exceptional circumstances are required before Board will depart from policy. (R.H.) p. 363; LRB File Nos. 158-90, 189-90 to 191-90, 235-90 & 246-90.
Larcon International Inc., U.S.W.A., [1991] 2nd Quarter Sask. Labour Rep. 37.
- Status - New management position - Is not for union to question necessity of position - Is for employer to decide whether position is necessary. (D.B.) p. 1526; LRB File No. 292-88.
Central Butte Union Hospital, S.U.N., [1989] Spring Sask. Labour Rep. 86.
- Status - New position - Application is premature - Board policy is not to consider new unfilled positions. (N.S.) p. 400; LRB File No. 111-81.
Yorkton C Operative Association Ltd., S.J.B.R.W.D.S.U., [1981] Sept. Sask. Labour Rep. 49.

EMPLOYEE — continued

Status - New position - Board has little choice but to rely to great extent on employer's representations about duties. past and proposed - If duties are defined with sufficient certainty to permit determination that incumbent is likely to regularly act in confidential capacity Board will make preliminary ruling - Ruling is subject to review during open period after incumbent has been in position for reasonable period - Onus remains on employer to establish grounds for exclusion. (D.B.) p. 1484; LRB File No. 246-88.

Bosco Homes Inc..S.G.E.U. [1989] Spring Sask. Labour Rep. 84.

Status - New position - Incumbent who has been in position for over six months and has had adequate opportunity to actually exercise managerial duties in job description, but who has not exercised any management duties to any significant extent, is not primarily responsible to actually exercise authority or actually perform functions of managerial character - If in future employee actually exercises managerial functions employer can apply under s. 5(k) of *The Trade Union Act* for exclusion. (D.B.) p. 92; LRB File No. 162-88.

Red Deer Nursing Home, C. P.E., Local 828, [1989] Spring Sask. Labour Rep. 90.

Status - New position - Position was unfilled at time of hearing - Board had no choice but to accept employer's representations to position's intended functions and responsibilities - Board granted interim decision to exclude subject to review after position is filled for reasonable representative period of time - Onus remains on employer. (D.B.) p. 562; LRB File No. 418-M.

Victoria Union Hospital, C.O.P.E., Local 84, [1985] Aug. Sask. Labour Rep. 29.

Status - New position - Section 5(m) of *The Trade Union Act* gives Board jurisdiction to determine whether person filling newly created position is employee in either of two situations: first where existing employee is filling new position; and second, where person who is not yet employee is intended to fill new position. (J.H./D.B.) p. 1051; LRB File No. 205-86.

Regina News Ltd., R.W.D.S.U., Local 1568, [1987] Apr. Sask. Labour Rep. 56.

Status - New position - Section 5(m) of *The Trade Union Act* permits determination before position is filled - Two safeguards exist for union - First safeguard is right to grieve if creation or assignment of duties violates collective agreement- Second safeguard is that Board's order is provisional and union can seek review, at which time onus remains on employer. (B.B.) p. 981; LRB File No. 142-93.

Nipawin & District Service to the Handicapped Inc., C.U.P.E., Local 3370, P993 4th Quarter Sask. Labour Rep. 16.

Status - New position - Status while exclusion application is pending - Position remains in bargaining unit until excluded by Board or by agreement of parties - Board will expedite hearing when necessary. (R.H.) p. 453; LRB File Nos. 199-90 & 234-90.

Wascana Rehabilitation Centre, S.G.E.U., [1991] 3rd Quarter Sask. Labour Rep. 56.

Status- New position - Status while exclusion application is pending - Where union is certified for all-employee unit, new position remains part of bargaining unit while application is pending and until Board orders exclusion - Board will expedite hearing when necessary. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91.

St. Paul's Hospital, S.E.I.U. Local 333, [1991] 2nd Quarter Sask. Labour Rep. 78.

Status - New unfilled position - Exclusion is refused as managerial duties were not identified with clarity and certainty. (J.H./R.H.) p. 465; LRB File No. 206-91.

Estevan Home Care District #9 Inc., S.G.E.U., [1991] 4th Quarter Sask. Labour Rep. 54.

EMPLOYEE — continued

- Status - New unfilled position - Where employee is not yet performing duties of new position, Board will issue preliminary ruling subject to review after duties are assumed. (D.B.) p. 399; LRB File No. 089-84.
University Hospital, S.U.N., [1984] Nov. Sask. Labour Rep. 31.
- Status - New unfilled position - Where new position is unfilled, Board will issue preliminary ruling only under s. 5(m) of *The Trade Union Act* - Ruling remains subject to review under s. 5(k). (D.B.) p. 764; LRB File No. 335-84.
Saskatchewan Housing Corporation, S.G.E.U., [1986] May Sask. Labour Rep. 40.
- Status - New unfilled position and new filled position - In both cases, absence of history forces Board to rely heavily on employer's representations - Preliminary order is subject to review after position is filled for reasonable period. (J.H./R.H.) p. 486; LRB File No. 143-91.
Remai Investment Co., S.J.B.R.W.D.S.U., [1991] 4th Quarter Sask. Labour Rep. 56.
- Status - Out-of-province - Employees employed outside province are beyond jurisdiction of Board and should be deleted from statement of employment. (N.S.) p. 316; LRB File No. 263-80.
Develcon Electronics Ltd, U.S.W.A., [1981] Mar. Sask. Labour Rep. 35.
- Status - Out-of-province - Salesperson employed in Alberta but occasionally monitors service provided to customers in Saskatchewan is not employee within bargaining unit. (B.B.) p. 735; LRB File No. 127-93.
Patent Scaffolding Co. -Canada, A Division of Harsco Canada Ltd., U.B.C.J.A., Local 1985. [1993] 3rd Quarter Sask. Labour Rep. 98.
- Status - Out-of-scope - Employee who was employed in managerial capacity at time of certification and subsequently took in-scope position must apply for and maintain membership in union. (D.B.) p. 1416; LRB File No. 177-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 38.
- Status - Pension and workers compensation benefits - Status as employee for these purposes is defined by other relevant legislation - Disputes should be determined by bodies authorized to determine question - Unfair labour practice is not appropriate mechanism. (N.S.) p. 446; LRB File No. 564-81.
Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.
- Status - Replacement workers - Replacement workers are not members of bargaining unit, are not entitled to participate in representation question and are not subject to union security provisions of *The Trade Union Act*. (R.H.) p. 307; LRB File No. 111-90.
Bird Machine Co. of Canada, U.S.W.A., [1991] 1st Quarter Sask. Labour Rep. 39.
- Status - Resignation - Employee who tendered resignation prior to date application for certification was filed but which was not effective until after should be included on statement of employment. (D.B.) p. 1484; LRB File No. 246-88.
Bosco Homes Inc., S.G.E.U., [1989] Spring Sask. Labour Rep. 84.
- Status - Secondment - Member of faculty of University on secondment to University Hospital remains employee of University - Designation of hospital as employer under ss. 2(t) and (g) of *The Trade Union Act* is refused as hospital was not able to control and direct employee. (J.H./D.B.) p. 1258; LRB File No. 239-87.
University Hospital, S.U.N., University of Saskatchewan Faculty Association, and University of Saskatchewan, [1988] Mar. Sask. Labour Rep. 41.

EMPLOYEE — continued

- Status - Secondment - Whether University faculty member who is seconded to City of Saskatoon is employee of University or City - Board holds member is employee of University. (N.S.) p. 550LRB File No. 184-79.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1980] Aug. Sask. Labour Rep. 47.
- Status - Student - Students who intend to return to employment but who are under no obligation to return and whose employer is not obligated to accept back are not employees. (N.S.) p. 316; LRB File No. 263-80.
Develcon Electronics Ltd., S.W.A., [1981] Mar. Sask. Labour Rep. 35.
- Status - Union security provisions - Employee hired off street contrary to terms of collective agreement and s. 36 of *The Trade Union Act* are not considered employees for purpose of determining representation questions. (D.B.) p. 576; LRB File Nos. 264-84 & 272-84.
Hampel Construction Ltd., Eadie and U.B.C.J.A., Local 1805, [1985] Aug. Sask. Labour Rep. 52.
- Status - Union security provisions - Employees are allowed to vote because union did not establish that employees were working in violation of union security provisions. (D.B.) p. 1329; LRB File No. 083-88.
572002 Saskatchewan Ltd., Jetteridge and C.U.P.E. [1988] Fall Sask. Labour Rep. 75.
- Status - Union security provisions - Employees hired or continued in employment contrary to union security provisions of collective agreement, even though it is different from union security clause in *The Trade Union Act*, are not eligible to participate in representation question. (D.B.) p. 1426; LRB File No. 045-88.
Western Automatic Sprinklers (1983) Ltd., Flanagan and U.A., [1989] Spring Sask. Labour Rep. 45.
- Status - Vote - Is conceivable that employee eligibility could change between date vote is ordered and date of vote - Board will re-examine status - Same criteria are applied on both dates to determine eligibility to vote. (H/D.B.) p. 907; LRB File No. 221-85.
Little-Borland Ltd., U.B.C.J.A., Local 1805 and Scban, [1986] Feb. Sask. Labour Rep. 55.

EMPLOYER

- Agent - Allegation that employee and member of proposed unit is employer agent must be carefully scrutinized because of chilling effect of such charges on employee's right to vigorously debate and even oppose union - Contradiction of anti-union interest between employee and employer is not proof - Applicant must show that employee was acting at request of or under control and direction of management. (J.H./B.B.) p. 418; LRB File No. 158-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400 and Wheeler, [1993] 1st Quarter Sask. Labour Rep. 227.
- Agent - Is not enough to show that employee's activity furthered employer's interest - Must be evidence that employee was acting at request of or under authority of employer - Evidence need not be direct. (J.H./B.B.) p. 41; LRB File No. 169-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1992] 3rd Quarter Sask. Labour Rep. 110.

EMPLOYER — continued

Agent- Must be evidence that agent acts at request of or under authority of employer. (N.S.) p. 463; LRB File No. 199-82, 200-82, 201-82 & 239-82.

Apollo Machine Products Ltd., U.S.W.A., [1982] Aug. Sask. Labour Rep. 57.

Agent - Must be evidence that person acts at request of or under authority of employer. (J.H./D.B.) p. 637; LRB File No. 118-85 to 122-85, 131-85 to 133-85.

Triad Power Ltd., J.B.E.W., Local 529, [1985] Oct. Sask. Labour Rep. 37.

Agent - Whether employee initiated rescission application acting as employer's agent within meaning of s. 2(h) of *The Trade Union Act* - Board deciding employee was not acting or perceived as acting as agent of employer. (B.B.) p. 1253; LRB File No. 276-93

Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 2nd Quarter Sask. Labour Rep. 61.

Common employer - Inter-relationship or association between two companies is relevant factor for Board to consider in successorship proceedings under s. 37 of *The Trade Union Act*. (D.R.) p. 423; LRB File Nos. 199-84, 201-84, 202-84 & 204-84.

Cana Construction Co. Ltd., U.B.C.J.A., Locals 1805 and 1990, Pan-Western Construction Ltd., Buchner Construction Inc., 309588 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29.

Common employer - Related companies - Is no provision in *The Trade Union Act* enabling Board to treat associated companies as single employer. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction, U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Common employer - Related companies - Three corporations were named as employer in same certification order when their industrial relations were so intertwined as to make them inseparable. (R.H.) p. 513; LRB File No. 189-91.

Prairie Pipeline Ltd., C.O.W.U., Local 1180, [1991] 4th Quarter Sask. Labour Rep. 73.

Common employer - Related companies - Without legislative authority Board is unable to treat two corporations as one employer. (D.B.) p. 559; LRB File Nos. 029-85 & 030-85.

Parkland Drywall Ltd., Carpenters Provincial Council of Saskatchewan, [1985] July Sask. Labour Rep. 39.

Common employer - Whether employer should be identified as provincial organization or local branch in situation where both entities share office and duties of staff are integrated - Board finding joint employer bargaining unit should include employees of both entities. (B.B.) p. 1323; LRB File No. 049-94.

Immigrant Women of Saskatchewan, S.G.E.U., (1994) 2nd Quarter Sask. Labour Rep. 125.

Definition - Definitions of employer and employee in *The Trade Union Act* are not contradictory. (N.S.) p. 90; LRB File No. 564-77.

Parkland School Unit No. 63, C.U.P.E., Local 832, [1978] June Sask. Labour Rep. 56.

Definition - Employer remains subject to certification order and collective bargaining agreement even though from time to time it has no employees and therefore is not employer within s. 2(g)(i) of *The Trade Union Act* - Section 38 continues obligations. (D.B.) p. 1239; LRB File No. 072-87.

JlicWest Steel Inc., S.M.W.I.A, Local 296, (1988) Feb. Sask. Labour Rep. 55.

EMPLOYER — continued

Definition - Indian band council constitutes legal entity capable of being employer within meaning of s. 2(g) of *The Trade Union Act*. (N.S.) p. 328; LRB File No. 185-80.

White Bear Band Council, Carpenters Provincial Council of Saskatchewan, [1981] Apr. Sask. Labour Rep. 38.

Definition - Joint venture - Joint venture consisting of unionized and non-unionized contractors was recognized as separate employer. (D.B.) p. 536; LRB File No. 052-85.

Sun Electric (1975) Ltd, I f .E.W., Local 529 and Sun/Baker Joint Venture, [1985] July Sask. Labour Rep. 34.

Definition - Metis organization - Metis employees have right to bargain collectively - Employer's argument that bargaining collectively is incompatible with Metis culture is rejected - Metis employer organizations are -within jurisdiction of Board. (B.B.) p. 682; LRB File No. 002-93.

Metis Addictions Council o Saskatchewan, Inc., S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.

Definition -.Priniples and factors Brd taks into 'lccount.to detem:Une employer status are set ou - EntJty with fundamental control over mdustnal relattons or wth effective control over essential aspects of employment reiiionship is employer - Board considers power to hire, fire, discipline, supervise, evalua , approve leave and holidays, pay wages and determine other terms of employment including responsibility to deduct tax and C.P.P. - Breach of contract requiring permission to subcqntract is not determinative. (D.B.) p. 1640; LRB File No. 040-89.

Flint Electrical Management Ltd., I.B.E.W., Local2038, fl989] Fall Sask. Labour Rep. 49.

Definition - Regional Library Board tr Local Library Board - Board considers factors including who exercises direction and control, responsible for remuneration, imposes discipline, hires, dismisses, is perceived by eJDployees to be employer and intends to create relationship of employer and employee. (D.I\) p. 1054; LRB File No. 116-86.

Lakeland Regional Librar1 Board, C.U.P.E., Local 3077, [1987] Apr. Sask. Labour Rep. 59.

Definition - Religious institution is employer within meaning of s. 2(g) of *The Trade Union Act*. (D.B.) p. 1777; LRB File No . 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep. 65.

Definition -Research assistants at wiiversity are employed by university and not professors who are responsible for research project - University retained many of identifiable responsibilities of employer and ultimate respodsibility for most labour relations. (D.B.) p. 1075; LRB File No. 390-86.

University of Regina, Univetsity of Regina Faculty Association, [1987] May Sask. Labour Rep. 43.

Definition - Secondment - Member of faculty of university on secondment to university hospital remains employee of universl - Designation of hospital as employer under ss. 2(t) and (g) of *The Trade Union Act* was fused as hospital was not able to control and direct employee. (J.H./D.B.) p. 1256; LRB File No. 239-87.

University Hospital, S.U.N., University of Saskatchewan Faculty Association and University of Saskatchewan, [1988] M . Sask. Labour Rep. 41.

EMPLOYER — continued

- Definition - Service club who use volunteers to perform work but not employees may not be employer within *The Trade Union Act*. (R.B.) p. 513; LRB File No. 269-92.
Town of Maple Cree(, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 71.
- Definition - University found to be employer of research assistants even though researchers are paid by National Research Council. (N.S.) p. 88; LRB File No. 030-78.
University of Regina, (unreported).
- Definition - Whether Town of Moosomin is employer - Whether Moosorn.in Parks and Recreation Board is separate body - Board decides that Parks and Recreation Board is separate entity and Town of Moosorn.in is not employer. (B.B.) p. 1287; LRB File No. 038-94.
Town of Moosomin, C.U.P.E., Local 3737, [1994] 2nd Quarter Sask. Labour Rep. 92.
- Designation of principle or contractor - Section 2(g)(iii) of *The Trade Union Act* - Separating responsibility for bargaining wages from responsibility of paying wages is necessary result of determination under s. 2(g)(iii). (D.B.) p. 423; LRB File No. 199-84, 201-84, 202-84 & 204-84.
Cana Construction Co. Ltd., U.B.C.J.A.. Locals 1805 and 1990, Pan-Western Construction Ltd.* Buchner Construction Inc.. 309588 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29.
- Designation of principle or contractor - Section 2(g)(iii) of *The Trade Union Act* - Two organizations who are neither interconnected or inseparable are not subject to designation under s. 2(g)(iii). (D.B.) p. 1845; LRB File Nos. 119-87 & 217-87.
Government of Saskatchewan, Tourism Industry Association of Saskatchewan Inc. and S.G.E.U., [1989] Winter Sask. Labour Rep. 63.
- Designation of principle or contractor - Sections 2(f)(iu) and 2(g)(iii) of *The Trade Union Act* - Availability of other remedies may influence Board's discretion. (D.B.) p. 810; LRB File No. 330-84.
Graham Construction Ltd., U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.
- Designation of principle or contractor- Sections 2(f)(iii) and 2(g)(iii) of *The Trade Union Act* - Board declines designation where principle is obligated by collective agreement to hire from union and employees in question are not hired from union - Designation is also incompatible with remedies available to union under collective agreement. {D.B.) p. 810; LRB File No. 330-84.
Graham Construction Ltd., V.B .C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.
- Designation of principle or contractor - Sections 2(f)(iii) and (2)(g)(iii) of *The Trade Union Act* - Board found employees of contractor to be employees of principle where principle and contractor are not dealing at arms' length and managing officer of principle and contractor was same person. (N.S.) p. 147; LRB File No. 199-78.
Shelter Industries Inc., I.W.A. and C & M Management Services, [1979] Feb. Sask. Labour Rep. 38.

EMPLOYER — continued

Designation of principle or contractor - Sections 2(f)(iii) and (2)(g)(iii) of *The Trade Union Act* - Board holds that employer did not contract out for labour legitimately where contractor is wholly owned, directed and controlled by principle - Board pierced corporate veil and designated principle the "employer" under ss. 2(f)(iii) and (2)(g)(iii). (D.B.) p. 848; LRB File No. 297-85.

Modern Roofing (1978) Ltd S.M.L.A., Local 296, Herb and Steve Roofing Ltd. and Custom Roofing Ltd., [1986] June Sask. Labour Rep. 64.

Designation of principle or contractor - Sections 2(f)(iii) and (2)(g)(iii) of *The Trade Union Act* - Board is cautious in exercising discretion to designate principle as employer - Designation is made where principle retains actual control over hiring, dismissal, discipline and direction. (D.B.) p. 836; LRB File No. 16-85.

Fairford Industries Ltd, U.S.W.A., Local 8294 and Merit Manufacturing Inc., [1986] June Sask. Labour Rep. 54.

Piercing corporate veil - Board holds that it has power to certify employees of three separate corporate entities in one bargaining unit where labour relations of corporations are inseparable - Board has jurisdiction to pierce corporate veil and to find that employees of two companies are employees of third company. (N.S.) p. 62; LRB File No. 661-77.

Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

Piercing corporate veil - Board refused to pierce corporate veil between Association and its members for purpose of determining managerial exclusions on application to certify labour relations specialists in employers' association - Chair in dissent would have lifted corporate veil. (J.H./B.B.) p. 310; LRB File No. 049-92.

Saskatchewan Health-Care Association, Saskatchewan Insurance Office and Professional Employees' Union, Local 397 [1993] 1st Quarter Sask. Labour Rep. 137.

Piercing corporate veil - Board will pierce corporate veil to determine if person is employee or independent contractor, where person acts through corporation - Board held persons were independent contractors. (D.B.) p. 1338; LRB File No. 194-87.

M & B Trucking Ltd, S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] fall Sask. Labour Rep. 82.

Piercing corporate veil - Employees of management company are found to be employees of owner of management company - Board will not allow certification order to be evaded by use of corporation. (N.S.) p. 498; LRB File Nos. 128-82 to 163-82.

Sollars et al, C.U.P.E., [1982] Dec. Sask. Labour Rep. 38.

Piercing corporate veil - Evidence did not indicate that three corporations shared such degree of common ownership, direction and control that for labour relations purposes they should be treated as one employer. (D.B.) p. 958; LRB File No. 259-86.

Bramel Industries Ltd, U.A., Local 179, [1987] Jan. Sask. Labour Rep. 35.

EMPLOYER — continued

- Representative employers' organization - Construction industry - Application was brought by Saskatchewan Construction Labour Relations Council under s. 11 of *The Construction Industry Labour Relations Act* to replace Construction Labour Relations Association of Saskatchewan as "representative employers' organization" - Preliminary issues - Whether term "unionized employer" in Act can be interpreted to exclude employers linked to non-union spin-offs - Board making distinction between jurisdiction of Minister to make designation under s. 10 and jurisdiction of Board under s. 11 - Board deciding that Board cannot interpret term "unionized employer" to exclude those with ties to non-union spin-off, although spin-offs themselves may be excluded. (B.B.) p. 1132; LRB File No. 023-94.
Saskatchewan Construction Labour Relations Council, Inc., Construction Labour Relations Association of Saskatchewan Inc. [1994] 1st Quarter Sask. Labour Rep. 217.
- Status - Bankruptcy of employer is not bar to certification. (B.B.) p. 859; LRB File No. 270-91.
Sparrow Electric Corporation, J.B.E.W., Local 529, (1993) 4th Quarter Sask. Labour Rep. 79.
- Status - Certification does not bind employer to union forever - Employer has right to withdraw from relationship by selling business - Rights of employees and unions are protected by successorship provision. (J.H./R.H.) p. 229; LRB File No. 053-90.
Remai Investment Corporation, S.J.B.R.W.D.S.U., (1990) Winter Sask. Labour Rep. 97.
- Status - Employer does not need to remain employer within meaning of s. 2(g) of *The Trade Union Act* as requisite to rescission application - Board's power under s. 5(k) are compulsory when called upon by party having legal right to apply for rescission. (D.B.) p. 571; LRB File No. 105-85.
Ens Construction Ltd., Ackerman and U.B.C.J.A., Local 1990. [1985] Aug. Sask. Labour Rep. 41.
- Status - No employees at time of hearing is not bar to certification. (B.B.) p. 859; LRB File No. 270-91.
Sparrow Electric Corporation. I.B.E.W., Local 529, [1993] 4th Quarter Sask. Labour Rep. 79.

ESTOPPEL

- Conduct - Board considered application of doctrine when union allowed employees to ratify agreement different from one negotiated. (D.B.) p. 459; LRB File Nos. 352-84 & 353-84.
Saskatchewan Construction Labour Relations Council, Inc., Bricklayers and Masons International Union of America, Local 3, Eckl Ceramics (1978) Ltd., Kantor and Garipey, [1985] Mar. Sask. Labour Rep. 40.
- Conduct - Condition precedent - Parties estopped from raising conditions precedent in attempt to invalidate collective bargaining agreement. (D.B.) p. 1861; LRB File No. 092-88.
Wm. Clark Interiors Ltd, Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.
- Conduct - Delay - Applicant applied to fix monetary loss six and one-half years after reinstatement order - Monetary loss is not new proceeding - General principle is can justice still be done - Board found prejudice to respondent (D.B.) p. 250; LRB File Nos. 108-77 & 110-77.
L. & S. Equipment (1981) Ltd., S.J.B.R.W.D.S.U. and Schultz, [1984] May Sask. Labour Rep. 31.

ESTOPPEL — continued

Conduct - Delay - Applications for reinstatement and monetary loss must be filed as soon as possible and pursued diligently- Compensation may be denied for delay. (D.B.) p. 760; LRB File No. 137-85.

Reve/stoke Companies Ltd., C.G.W.U., Local 890, [1986] Apr. Sask. Labour Rep. 46; (D.B.) p. 760.

Conduct - Delay - Board's powers are discretionary - Whether party is prejudiced by delay may affect Board's decision to hear application and may affect remedies. (D.B.) p. 987; LRB File No. 117-85.

Provincial Maintenance Ltd. U.A. and I.B.B., Local 555, [1987] Feb. Sask. Labour Rep. 65.

Conduct - Delay - In dismissing application Board took into consideration four month delay in bringing application- Delay suggests ~~it~~ on did not believe dismissal was result of union activity. (N.S.) p. 302; LRB File No. 075-80,

Carlton Trail Community C Liege, S.G.E.A., [1980] Nov. Sask. Labour Rep. 41.

Conduct - Repudiation of union by Employee - Board held that employee has right to complain that union failed in duty affair representation. (D.B.) p. 472; LRB File Nos. 248-83 & 251-83.

Saskatchewan Council for Crippled Children and Adults, Saskatchewan Council for Crippled Children and Adults Employees Union and Shepherd, [1984] Feb. Sask. Labour Rep. 42.

Conduct - Withdrawal of application - Without evidence of prejudice or agreement, withdrawal of previous application does not bar to refiling of same application - Conduct does not constitute abuse of process. (J.H./D.B.) p. 1770; LRB File No. 256-88.

Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Locals 539 and 540 and Sherwood Co-operative Association Ltd., (wheported).

Definition - Estoppel exists where party by words or conduct intends to affect legal relations and other party acts on assurance - Party giving assurance cannot revert to previous legal relationship as if no promise was made- Clean hands doctrine was applied. (R.H.) p. 126; LRB File No. 243-89.

Johnson Controls Ltd., Sinnaeve and U.A., Local 179, [1990] Fall Sask. Labour Rep. 49.

Representation - Agreement to statement of employment on one application does not estop person from challenging statement of employment on separate application. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Canada Ltd, I.A.B.S.O.I.W.U, Local 771 and Construction Workers Association, Local 151, [1986 July Sask. Labour Rep. 40.

Representation - Agreement to voter 's list precludes objections based on inclusion or exclusion of voter. (N.S.) p. 231; LRB File No. 165-79.

Moose Jaw Co-operative Association Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., (unreported).

Representation- Normally agreement to voters' list precludes objection based on inclusion or exclusion of any person - Agreement is not binding where was based on misinformation provided by other party. (N.S.) p. 228; LRB File No. 165-79.

Moose Jaw Co-operative Association Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.

ESTOPPEL — continued

Representation - Union agreed to negotiate scope - Before negotiations were completed union filed unfair labour practice - Union was not allowed to proceed with application in breach of agreement with employer. (N.S.) p. 139LRB File No. 147-78.
Saskatchewan Housing Corporation, S.G.E.A., (unreported).

EVIDENCE

Admissibility - Amendment - Application to expand bargaining unit must be treated as application for certification under ss. 5 (a), (b) and (c) of *The Trade Union Act* - Unit must be appropriate and union must prove majority support - Certification order can constitute evidence of bare majority support from old unit - Additional evidence of majority support is necessary from new employees. (N.S.); LRB File No. 535-81.

Prince Albert Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 496, fJ982) May Sask. Labour Rep. 55.

Admissibility - Certification - Order is conclusive evidence that union represents majority of employees in unit. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.

Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.

Admissibility - Certification - Order is *prima facie* evidence of support in unit. (D.B.) p. 503; LRB File No. 378-84.

St. Joseph's Hospital, S.U.N., Sisters of Charity of Montreal (Grey Nuns) and Foyer D'Youville, [1985] Apr. Sask. Labour Rep. 46.

Admissibility - Certification - Section 10 of *The Trade Union Act* - Board has long-standing policy of rejecting evidence that adds to or detracts from evidence of support if evidence post-dates filing of application. (J.H/D.B.) p. 733; LRB File No. 307-85.

Regina Native Women's Association, S.G.E.U., [1986] Mar. Sask. Labour Rep. 19.

Admissibility - Certification - Section 10 of *The Trade Union Act* - Board policy on certification applications is to reject evidence that post-dates filing of application - Policy applies to evidence that is submitted by applicant. (N.S.) p. 001; LRB File No. 112-77.

Beaver Lumber Company Limited, I.W.A., [1977] May Sask. Labour Rep. 30.

Admissibility- Certification- Section 10 of *The Trade Union Act*- Evidence of matters that post-date filing of application is rejected in accordance with Board's usual policy. (D.B.) p. 451; LRB File No. 390-84.

Canada Safeway Ltd., U.F.C.W., LQCall985, [1985] Feb. Sask. Labour Rep. 24.

Admissibility - Certification - Section 10 of *The Trade Union Act* - Union requested leave to file additional evidence of employee support - Board refused leave to file evidence dated after application filed. (B.B.) p. 1716; LRB File No. 181-94.

Marquardt Mechanical Ltd., U.A., [1994] 4th Quarter Sask. Labour Rep. 83.

EVIDENCE — continued

Admissibility - Certification - Section 10 of *The Trade Union Act* - Usual practice is to disregard support or withdrawal of support that post-dates application. (D.B.) p. 240; LRB File No. 368-83.

K.A.C.R. (A Joint Venture), T.G.W.V., Local 890, [1984] May Sask. Labour Rep. 43.

Admissibility - Certification - Support evidence - Ambiguous or inadequate evidence of support on certification application is insufficient - As evidence is confidential, it is Board's duty to ensure evidence is complete and satisfactory. (D.B.) p. 10; LRB File No. 562-82.

Eck/ Ceramics (1978) Ltd., L.U.B.A.C., [1983] Apr. Sask. Labour Rep. 69.

Admissibility - Certification - Support evidence - Declaration of union membership is not encouraged by Board - Board prefers individual support cards - Board drew distinction between evidence of membership and support evidence. (D.B.) p. 854; LRB File Nos. 033-86 & 044-86.

Salem Industries Canada Limited, Construction Workers Association, Local 151, [1986] June Sask. Labour Rep. 69.

Admissibility - Certification - Support evidence - Evidence of membership in union is distinguished from evidence of support as bargaining agent - Membership in union is inadequate - Exception in construction industry is under review. (D.B.) p. 287; LRB File No. 495-83.

Gene's Ltd. (Geno's Pasta & Pizza), H.E.R.E., Local 767, [1984] July Sask. Labour Rep. 37.

Admissibility - Certification - Support evidence - Evidence of written support filed on certification must meet three criteria - Must be signed, must authorize union to bargain on behalf of employee and must bear date within six months preceding date of application. (N.S.) p. 001; LRB File No. 112-77.

Beaver Lumber Company Limited, I.W.A., [1977] May Sask. Labour Rep. 30.

Admissibility - Certification - Support evidence - Infants - Support of persons under 18 is not voidable and will be accepted by Board. (D.B.) p. 804; LRB File No. 035-86.

Chi Chi's Restaurant Enterprises Ltd., H.E.R.E., Local 767, [1986] June Sask. Labour Rep. 31.

Admissibility - Certification - Support evidence - Intervenor's evidence of support for certification was rejected as it post-dated filing of application by applicant. (N.S.) p. 205; LRB File No. 032-79.

Rite Way Mfg. Co. Ltd., U.S.W.A., [1979] July Sask. Labour Rep. 35.

Admissibility - Certification - Support evidence - Membership in union and support for union as bargaining representative are not same - Mere evidence of union membership may not be adequate unless inference of support as bargaining representative can be drawn. (D.B.) p. 218; LRB File No. 275-83.

K.A.C.R., I.U.O.E., Local 870, [1983] Nov. Sask. Labour Rep. 56.

EVIDENCE — continued

Admissibility - Certification - Support evidence - Proof of membership in union is not proof of support as bargaining agent - Cards must be signed, must authorize union to bargain for employee and must be dated within six months of date of application - Exception is made for craft unions regarding membership - Board is especially vigilant where union already has certification order covering portion of unit and security clause applies as membership may not indicate voluntary support. (N.S.) p. 160; LRB File No. 037-78.

016-74-77 Rogers Group Ltd., I.W.A., Local 184, [1979] Feb. Sask. Labour Rep. 35.

Admissibility - Certification - Support evidence - Whether Board should rely on evidence of support filed with application or order representation vote - Board affirming long-standing policy of granting certification on basis of support cards. (B.B.) p. 1871; LRB File No. 240-94.

Holiday Inn Ltd., U.F.C.W., Local 1400, (1994] 4th Quarter Sask. Labour Rep. 227.

Admissibility - Decertification - Support evidence - Proof of support for rescission application in form of petition is unacceptable - Petition violates confidentiality - Public knowledge creates undue pressure- Individual cards are required. (N.S.) p. 199; LRB File No. 300-78.

Capri Motor Hotel, (unreported).

Admissibility - Hearsay - Board refused to accept hearsay evidence merely because witness with personal knowledge was hostile or reluctant to testify. (J.H./B.B.) p. 297; LRB File No. 113-92.

Brekmar Industriu Ltd., C.G.W.U., Local 890, [1993]1st Quarter Sask. Labour Rep. 126

Admissibility- Hearsay- Hearsay is not accepted on important point. (J.H./B.B.) p. 41; LRB File No. 169-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1992] 3rd Quarter Sask. Labour Rep. 110.

Admissibility - Hearsay - Hearsay is not admitted on core issue - CorroUary to jurisdiction to admit evidence that is not admissible in court is that Board must ensure that it does not prejudice right of other party to fair hearing. (J.H./B.B.) p. 583; LRB File No. 058-90.

Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Admissibility - Section 10 of *The Trade Union Act* - Power to reject evidence under s. 10 is limited to certification applications under ss. 5(a). (b) and (c). (D.B.) p. 151; LRB File Nos. 144-83 & 170-83.

K.A.C.R. (A Joint Venture). Nipawin Hydro Electric Employees Association, [1983] Nov. Sask. Labour Rep. 45.

Conciliation - Board is not court within s. 39(2) of *The Trade Umon Act* - Evidence is inadmissible by virtue of s. 39(1) - Evidence is inadmissible by authority given Board in s. 18 - Is against public policy to allow evidence of conciliation meetings to be introduced. (N.S.) p. 031; LRB File Nos. 451-77, 452-77 & 462-77.

Morris Rod Weeder Co. Ltd.. S.J.B.R.W.D.S.U., Loca1955, [1977] Sept. Sask. Labour Rep. 32.

Confidential - Negotiator's notes - General principles on privilege are reviewed - Criteria for determining privilege is set forth - Request for production of negotiator's notes should be specific - General request to produce all notes is likely to be denied - Board will take case-by-case approach - Limited privilege is recognized. (J.H./B.B.) p. 752; LRB File No. 009-93.
WaterGroup Canada Ltd., S.U.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 114

Confidential - Support evidence - Board will not allow employees to be called to testify as to whether and why they support one side or other on certification application. (D.B.) p. 804; LRB File No. 035-86.
Chi Chi's Restaurant Ent/Trises Ltd., H.E.R.E., Local 767, J1986) June Sask. Labour Rep. 31.

Confidential - Vote - Employee is not competent nor compellable to say how he voted under s. 7(2) of *The Trade Union Act*. (D.B.) p. 1516; LRB File Nos. 207-88 & 003-89.
Holiday Inn Ltd., Reese and J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.

Cross-examination - When party calls opposite party as witness, cross-examination will be permitted. (J.H./B.B.) p. 900; LRB File Nos. 180-93, 181-93 & 182-93.
Rural Municipality of Lipton, No. 217, I.U.O.E., Local 870, [1993] 4th Quarter Sask. Labour Rep. 119.

Elements of proof - Employer agent - Is necessary to show that person was acting at request of or under authority of employer. (J.H./D.B.) p. 637; LRB File Nos. 118-85 to 122-85 & 131-85 to 133-85.
Triad Power Ltd., I.B.E.W., Local 529, [1985] Oct. Sask. Labour Rep. 37.

Elements of proof - Interference - Application under s. 11(1)(a) of *The Trade Union Act* was dismissed when counsel failed to specify how evidence supported allegation. (B.B.) p. 804; LRB File No. 157-93.
Westfair Foods Ltd., S.J.B. W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.

Elements of proof - Reverse onus - General allegation of shortcoming of employee is insufficient to displace onus - Should be specific evidence of shortcomings. (J.H./D.B.) p. 637; LRB File Nos. 118-85 to 122-85 & 13-85 to 133-85.
Triad Power Ltd., I.B.KW., Local 529, [1985] Oct. Sask. Labour Rep. 37.

Elements of proof - Technological change - Significant number - Necessity of evidence of both total number of employees in work undertaking or business and number affected so calculation of significant number can be made. (D.B.) p. 277; LRB File No. 465-83.
Imperial Optical Canada, United Automobile, Aerospace and Agricultural implement Workers of America, Local 2182, [1984] July Sask. Labour Rep. 51.

Elements of proof - Technological change - Significant number - Necessity of evidence of both total number of employees in work, undertaking or business and number affected so calculation of significant number can be made. (D.B.) p. 282; LRB File No. 459-83.
Intercontinental Packers Ltd., U.F.C.W., Local 1373-P, [1984] July Sask. Labour Rep. 47.

EVIDENCE — continued

- Judicial notice - Board took judicial notice that union was well-known union and not company-dominated union. (N.S.) p. 164; LRB File No. 189-78.
Bo-Peep Co-operative Day Care Centre, C.U.P.E., Local 1902, [1979] Feb. Sask. Labour Rep. 44.
- Judicial notice - Notice is taken of evidence in previous proceedings before Board where parties and counsel are same. (D.B.) p. 151; LRB File Nos. 144-83 & 170-83.
K.A.C.R. (A Joint Venture), Nipawin Hydro Electric Employees Association, [1983] Nov. Sask. Labour Rep. 45.
- Mediation - Board refused to hear evidence of what took place during mediation or to permit cross-examination on mediator's report. (B.B.) p. 542; LRB File Nos. 007-93 & OJ 1-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.
- Onus - Adverse inference - Adverse inference can only arise against respondent who fails to testify after *prima facie* case is made out against respondent (R.H.) p. 232; LRB File No. 237-89.
Beaver Foods Ltd., H.E.R.E., Local 767, Belfour, Whitedeer, Lockwood, Desroches, Frantz, Down, Mumey and John, [1990] Winter Sask. Labour Rep. 49.
- Onus - Mitigation of Loss - Onus is on employer to show employee has failed to mitigate. (J.H.I.B.B.) p. 583; LRB File No. 058-90.
Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.
- Onus - New classification - In a U-employee unit, onus is on employer to prove new classification is within management exclusion. (N.S.) p. 170 LRB File Nos. 150-78 & 172-78.
Plains Health Centre, S.U.N. and C.U.P.E., Local 1838, [1979] Feb. Sask. Labour Rep. 48.
- Onus - New classification - Onus is on employer in all-employee unit to prove new position is within managerial exclusion. (D.B.) p. 97; LRB File No. 017-83.
City of Regina, City Firefighters' Union, Local 181, [1984] Jan. Sask. Labour Rep. 37
- Onus - Reverse onus - Employer must establish purpose was not to discourage or interfere with lawful union activity - Employer must give full and satisfactory explanation - Direct evidence of employer's motivation is not required. (J.H./R.H.) p. 276; LRB File No. 053-90.
Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.
- Onus - Reverse onus in s. 11(1)(e) of *The Trade Union Act* only applies in cases of discharge or suspension - Has no application where discrimination in hiring is alleged. (R.H.) p. 232; LRB File No. 237-89.
Beaver Foods Ltd., H.E.R.E., Local 767, Belfour, Whitedeer, Lockwood, Desroches, Frantz, Down, Mumey and John, [1990] Winter Sask. Labour Rep. 49.
- Other proceedings - Board permits parties to apply evidence from previous hearings when counsel agree - Where quantity of evidence is vast and issues are numerous, Board is entitled to be told with precision what portion of evidence is applied to each issue. (J.H.I.B.B.) p. 432; LRB File No. 009-93.
WaterGroup Canada Ltd., S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 114.

EVIDENCE — continued

Other proceedings - On application to end certification order, Board is unable to consider evidence from original hearing - Board is governed by evidence as presented on amendment application. (N.S.) p. 125; LRB File No. 52-77.

Federated Co-operatives Ltd S.J.B.R.W.D.S.U., Local 504, [1978] July Sask. Labour Rep. 45.

Other proceedings - Where parties, counsel and Board which heard both cases are the same, Board may order evidence from one hearing to be applied on terms that are fair - One common term is that witnesses *will* be produced for further questioning if necessary - Where parties, counsel and Board are not the same, agreement of parties and transcript may be necessary. (B.B.) p. 890; LRB File No. 169-93.

Capital Pontiac Buick Cadillac GMC Ltd., U.S.W.A. and Monahan, [1993] 4th Quarter Sask. Labour Rep. 109.

Practice and procedure - Board agent Board appointed Board agent to examine employer's payroll as witness testifying as to payroll appeared nervous and to be taking cues from employer as to proper answers. (C.P.); LRB File No. 319-74-5.

Mid-West Motors (1966) Ltd. C.B.R.T., Local 44, [1976] Feb. Sask. Labour Rep. 40.

Relevance - Board refused to hear lengthy evidence on issue when it believed evidence was offered only as delaying tactic. (N.S.) p. 2p3; LRB File No. 237-79.

Federated Co-operatives Limited, (unreported).

Relevance - Board considers relevance of events that post-date application - Can application be based on events that had not occurred at date of application. (D.B.) p. 507; LRB File No. 401-84.

IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.

JURISDICTION

Constitutional - Aeronautics - Fire bomber pilots employed by Provincial Government fall under provincial jurisdiction. (B.B.) p. 391; LRB File No. 164-92.

Government of Saskatchewan, S.G.E.U., Canadian Association of Fire Bomber Pilots and Stockdale, [1993] 1st Quarter Sask. Labour Rep. 202.

Constitutional - Charter of Rights and Freedoms - Board considers whether or not it is court of competent jurisdiction. (D.B.) p. 357; LRB File No. 115-84.

United Masonry Constructors Ltd., I.U.B.A.C., Local 13, [1984] Oct. Sask. Labour Rep. 37.

Constitutional - Federal corporation Board has jurisdiction over federally incorporated companies - Insurance falls within provincial jurisdiction and is not within jurisdiction of Canada Labour Relations Board. (N.S.) p. 62; LRB File No. 661-77.

Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

JURISDICTION — continued

- Constitutional - federal corporation - Trust company is not bank and is not within jurisdiction of Canada Labour Relations Board. (N.S.) p. 62; LRB File No. 661-77.
Canadian Pioneer Management Group, S.J.B.R.W.D.S.-U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.
- Constitutional - Indian band council - Board has jurisdiction for labour relations purposes over Indian band council and Indians. (N.S.) p. 328; LRB File No. 185-80.
Whitebear Band Council, Carpenters Provincial Council of Saskatchewan, [1981] Apr. Sask. Labour Rep. 38.
- Constitutional - Interprovincial - Board determined which of two provinces has jurisdiction - Board held it had jurisdiction to certify all-employee unit when some employees work or reside outside of province. (D.B.) p. 412; LRB File No. 011-84.
City of Lloydminster, C.U.P.E., Local 1015, [1985] Jan. Sask. Labour Rep. 33.
- Constitutional - Interprovincial - Interprovincial bargaining unit cannot be granted unless other province has ceded jurisdiction to Saskatchewan - Employees employed in Alberta are under jurisdiction of Alberta - Employees employed in Saskatchewan are under jurisdiction of Saskatchewan- Separate units are required. (J.H./R.H.) p. 219; LRB File No. 013-90.
Lloydminster School Division #99, C.U.P.E., Local 3432, [1990] Winter Sask. Labour Rep. 70.
- Constitutional - Interprovincial - Interprovincial pipeline - Board distinguished between management operation and control of interprovincial pipeline, which is federal, and its construction which falls within provincial jurisdiction - Key test is whether work is integral and vital part of operation of federal work and therefore under jurisdiction of Canada Labour Relations Board - Mere construction is not equal to operation or control. (N.S.) p. 108LRB File No. 422-77.
Henuset Rentals Ltd., U.A., Local 488, [1977] Oct. Sask. Labour Rep. 32.
- Constitutional - Metis - Metis employees have right to bargain collectively - Employer's argument that bargaining collectively is incompatible with Metis employer culture is rejected - Metis employer organizations are within jurisdiction of Board. (B.B.) p. 682; LRB File No. 002-93.
Metis Addictions Council of Saskatchewan, Inc., S.E.L.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 49.
- Constitutional - Successorship across constitutional lines - Transfer of business from employer in provincial jurisdiction to employer under federal jurisdiction does not fall under s. 37 of *The Trade Union Act* - Board has no jurisdiction over transferee. (J.H./D.B.) p. 1203; LRB File No. 029-87.
Bronco Rentals & Leasing Ltd., C.B.R.T., [1987] Nov. Sask. Labour Rep. 47.
- Constitutional - Transportation - Trucking company connecting one province to another is within meaning of s. 42(10)(a) of *Constitution Act* and is subject only to jurisdiction of Canada Labour Relations Board - Test is whether activity is continuous and regular - Is not necessary that majority of business be extra-provincial or that it be regularly scheduled- Extra-provincial work may comprise small percentage of total. (J.H./D.B.) p. 1203; LRB File No. 029-87.
Bronco Rentals and Leasing Ltd., C.B.R.T., [1987] Nov. Sask. Labour Rep. 47.

JURISDICTION — continued

- Constitutional - Uranium - Catering and housekeeping services are not essential or integral part of federal undertaking - Catering contractor is under provincial jurisdiction - Authorities and principles are reviewed. (J.H./8.8.) p. 22; LRB File No. 018-92.
Six Seasons Catering Ltd., U.S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 80.
- Construction - Jurisdictional disputes - Such disputes between trade unions should be resolved at Imperial Jurisdictional Disputts Board for construction industry - Board is not proper forum. (N.S.) p. 297; LRB File No., 0-80.
Alron Electric Ltd., J.B.E., Local 529 and Construction and General Workers' Union, Local 890, [1980] Oct. Sask. Labour Rep. 34.
- Deferral to court - Board declined to assume jurisdiction over alleged violation of s. 11(2) of *The Trade Union Act* when validity of collective agreement is before courts - Appellate court adjourned *sine die* on Board referral. (N.S.) p. 039; LRB File Nos. 018-77 & 022-77.
Hagblom Construction (1977) Ltd., Construction and General Workers, Local 890, Canadian Construction Co. Ltd., Ellis-opn Ltd., Poole Construction Co. and Graham Construction Ltd., [1978] June Sask. Labour Rep. 53.
- Remedy - Automatic certification - Board lacks jurisdiction to certify union without proof of majority employees support, even when it is established that union has been prevented from gaining support by employer's unfair labour practices. (J.H./B.B.) p. 410; LRB File No. 141-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.
- Remedy - Cease and desist order - Precondition to grant order to cease and desist is finding that unfair labour practice has been committed. (J.H./R.H.) p. 1; LRB File Nos. 180-89 to 186-89.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Remedy - Contempt - Board is limited to powers of commissioner under *The Public Inquiries Act*. (N.S.) p. 62; Labour Relations Board File No. 661-77.
Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.
- Remedy - Duty of fair representation - Remedial powers of Board under ss. 5 and 42 of *The Trade Union Act* sufficient to give Board jurisdiction to compel union to fulfil duty of fair representation by compelling union to proceed with grievance proceedings. (D.B.) p. 194; LRB File Nos. 248-83 & 251-83.
Saskatchewan Council for Crippled Children & Adults, Saskatchewan Council for Crippled Children and Adults Employees Union and Shepherd, [1984] Feb. Sask. Labour Rep. 42.
- Remedy - Membership was unreasonably denied within meaning of s. 36.1(3) of *The Trade Union Act* - Board has no authority to require union to admit person to membership or to reinstate and order monetary loss - Board has jurisdiction to require union to cease any violation of Act. (D.B.) p. 968; LRB File No. 49-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

JURISDICTION — continued

- Remedy - Monetary loss - Board retains jurisdiction to assess additional monetary loss **if** employer refuses to reinstate after hearing. (N.S.) p. 60; LRB File No. 004-77.
Medstead School Unit No. 64, (unreported).
- Remedy - Ratification vote- Board has no jurisdiction under s. 11(8) of *The Trade Union Act* to direct ratification vote be held. (D.B.) p. 459; LRB File Nos. 352-84 & 353-84,
Eckl Ceramics (1978) Ltd.> Bricklayers and Masons International Union of America, Local 3, [1985] Mar. Sask. Labour Rep. 40.
- Remedy - Reinstatement of managers - Board has no jurisdiction over dismissal of managers. (J.H./D.B.) p. 1475; LRB File No. 155-88.
Remai Investment Co. Ltd., H.E.R.E., Local 767, [1989] Spring Sask. Labour Rep. 77.
- Remedy - Reinstatement of managers - Discrimination on basis of union activity - Whether discharge of out-of-scope employee constituted unfair labour practice under s. 11(1)(e) of *The Trade Union Act* - Board decided that discharge was unfair labour practice and ordered reinstatement and payment of monetary loss - Whether employee was barred by commencement of legal action - Board deciding that employee was not prevented from bringing unfair labour practice application. (B.B.) p. 1371; LRB File No. 061-94.
Saskatchewan Crop Insurance Corporation, Binkley, [1994] 2nd Quarter Sask. Labour Rep. 161.
- Remedy - Section 42 of *The Trade Union Act*- Board doubts it has jurisdiction to order roll-back of wages for amount that exceeds rate in collective agreement. (N.S.) p. 238; LRB File No. 312-79.
Moose Jaw Sash and Door (1963) Ltd., I.W.A., Local 1-184, [1980] May Sask. Labour Rep. 69.
- Remedy - Summary conviction prosecutions - Party wishing to initiate prosecution should proceed in normal fashion- Board has no role in prosecutions. (R.H.) p. 309; LRB File No. 077-89.
Interprovincial Concrete Ltd., C.G.W.U., Local 890, [1991] 1st Quarter Sask. Labour Rep. 85.
- Remedy - Unreasonable denial of union membership - Board holds that employee who is required by union to pay unreasonable amount of money to third party is under no legal obligation to pay. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.
- Remedy - Unreasonable denial of union membership - Section 36(3) of *The Trade Union Act* - Employee who complies with s. 36(3) is deemed to maintain membership in union for purpose of s. 36(1). (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

JURISDICTION — continued

Remedy - Unfair labour practice - Board ordered employer, pursuant to s. 5(1), to cease withholding wage increase. (R.H.) p. 537; LRB File Nos. 193-91 & 194-91.

Brandt Industries Ltd., U. W.A., [1991] 4th Quarter Sask. Labour Rep. 81 Quashed [1992] 3rd Quarter Sask. Labour Rep. 55 (Sask. Q.B.)

Statutory power- Board is not court. s. 39(2) of *The Trade Union Act*. (N.S.) p. 31; LRB File Nos. 451-77, 452-77 & 462-77.

Morris Rod Weeder Co. Ltd.; S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32.

Statutory power- Board does not have jurisdiction to enforce collective agreements. (D.B.) p. 80; LRB File No. 024-83.

Macdonalds Consolidated Ltd., S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.

Statutory power- Board has jurisdiction to interpret legislation and common law. (B.B.) p. 536; LRB File No. 092-93.

Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477, [1993] 2nd Quarter Sask. Labour Rep. 91.

Statutory power - Board has no jurisdiction to review expulsion of employee from union - Matter is subject to review by court of competent jurisdiction - Board has no jurisdiction to examine fairness of expulsion. (D.B.) 1472; LRB File Nos. 248-83 & 251-83.

Saskatchewan Council for Ripped Children & Adults, Saskatchewan Council for Crippled Children and Adults Employees Union and Shepherd, [1984] Feb. Sask. Labour Rep. 42.

Statutory power- Board has no power to enforce collective agreements. (N.S.) p. 221; LRB File No. 172-79.

Moose Jaw Sash and Door 963 Ltd., I.W.A., Local 1-184, [1979] Oct. Sask. Labour Rep. 39.

Statutory power - Denial of membership - Board generally declines to inquire into union's internal administration - Notwithstanding reservations Board assumes for this decision that s. 5(d) of *The Trade Union Act* gave it overlapping jurisdiction with superior Courts to determine whether s. 36.1(3) has been violated. (D.B.) p. 968; LRB File No. 149-86.

Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 5L

Statutory power - Pension and workers' compensation benefits - Status as employee for these purposes is defined by relevant legislation - Dispute over employer status should be determined by bodies authorized by statutes in question - Unfair labour practice is not appropriate mechanism. (N.S.) p. 446; LRB File No. 564-81.

Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58

JURISDICTION — continued

Statutory power - Teachers - *The Education Act* and *The Teachers Federation Act* constitute -code covering teachers -Labour Relations Board has no jurisdiction. (D.B.) p. 900; LRB File No. 012-86.

Leader School Division #24, Saskatchewan Teachers' Federation and Johnson, [1986] Sept. Sask. Labour Rep. 66.

Statutory power - Whether Board has jurisdiction to dismiss application that it did not have jurisdiction to consider. (D.B.) p. 451; LRB File No. 390-84.

Canada Safeway Ltd., U.F.C.W., Local 985, [1985] Feb. Sask. Labour Rep. 24.

LOCK-OUT

Change in working conditions - Unilateral change to terms and conditions of employment does not constitute lock-out where employer does not suspend work or does not refuse to employ employees or where parties were engaged in industrial dispute. (D.B.) p. 1230; LRB File No. 302-86.

Midway Sales (1979) Ltd., C.G.W.U., Local 890, [1987] May Sask. Labour Rep. 48.

Definition - Employer is entitled to alter scope and extent of lock-out just as union is entitled to engage in partial or rotating strikes. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Definition- Lock-out may take different forms -Need not be complete closure of entire workplace or continual refusal to permit all employees to work-Lock-out may include suspension of only some work, reduction of hours of some employees or refusal to permit particular group of employees to work overtime. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86.

Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 35.

Definition -Partial lock-out- Employer may lock-out all or some of its employees -Locking out only those who strike is not unfair labour practice. (D.B.) p. 1366; LRB File Nos. 155-87 & 157-87.

Pioneer Co-operative Association Limited, S.J.B.R.W.D.S.U., [1988] Winter Sask. Labour Rep. 49.

Definition - Partial lock-out - Locking out only those employees who strike does not violate s. 11(1)(a) or s. 11(1)(e) of *The Trade Union Act*. (J.H./D.B.) p. 1632; LRB File No. 232-88.

Weyburn Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask. Labour Rep. 43.

Definition- Section 11(1) of *The Trade Union Act* does not limit employer's right to lock-out. (D.B.) p. 1265; LRB File No. 067-87.

Saskatchewan Telecommunications, Communications Workers of Canada, [1988] April Sask. Labour Rep. 35.

LOCK-OUT — continued

Definition - Section 34 of *The Trade Union Act* confers right to strike or lock-out when notice to revise is served and term of agreement has expired. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86. *Bi-Rite Drugs Ltd.*, S.J.B.R.W.D.S.U., Local454, [1987] Mar. Sask. Labour Rep. 35.

Definition - Suspending striking employees constitutes lock-out - Real purpose was to compel union to agree to terms and conditions of employment - Notice under s. 11(7) of *The Trade Union Act* is required. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86. *Bi-Rite Drugs Ltd.*, S.J.B.R.W.D.S.U., Local454, [1987] Mar. Sask. Labour Rep. 35.

Definition - Suspension of work by employer or refusal to employ employees for purpose of compelling union to agree to terms and conditions of employment constitutes lock-out. (J.H./D.B.) p. 1632; LRB File No. 232-88. *Weyburn Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask. Labour Rep. 43.

Matter pending - Board disposed of important issues but ignored some subsidiary issues under pressure from parties to expedite decision - Board reserved on remedies - Application is not pending as no issues of substance are outstanding - Reserving on remedial issues does not make application pending. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93. *Westfair Foods Ltd.*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Notice - Notice of lock-out was served 20 minutes late - Statutory time limit is contained in s. 11(7) of *The Trade Union Act* - *De minimus non curat lex* is inapplicable - Board has no jurisdiction to ameliorate statutory time limits - Notice is invalid. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93. *Westfair Foods Limited*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100

Notice - Rotating strike or lock-out - Strike or lock-out need not be continuous or of whole unit - Partial or intermittent strike or lock-out constitutes one strike or lock-out - Separate notice is not required under ss. 11(6) & (7) of *The Trade Union Act*. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86. *Bi-Rite Drugs Ltd.*, S.J.B.R.W.D.S.U., Local454, [1987] Mar. Sask. Labour Rep. 35.

Notice - Service of lock-out notice on union by facsimile is valid when there is no dispute about its receipt - Earlier interim ruling is reversed. (B.B.) p. 542; LRB File Nos. 007-92 & 011-93. *Westfair Foods Limited*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100

Unlawful - Lock-out cannot be prohibited on grounds of general unfairness or harshness - Superior economic power does not render lock-out illegal. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93. *Westfair Foods Limited*, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Unlawful - Lock-out does not constitute unfair labour practice just because it has one of effects prohibited by s. 11(1)(a) or s. 11(1)(e) of *The Trade Union Act* - Legality depends on motive or purpose. (J.H./D.B.) p. 1632; LRB File No. 232-88. *Weyburn Co-operative Association Ltd.*, S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask. Labour Rep. 43.

LOCK-OUT — continued

Unlawful Lock-outs and strikes need not be proportionate to each other. (J.H./D.B.) p. 1632; LRB File No. 232-88.

Weyburn CQ-operative Association Ltd., S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask, Labour Rep. 43.

Unlawful - Lock-out without attempting to find out union's bargaining position is contrary to duty to bargain in good faith. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.

Westfair Foods Limited, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Unlawful - Is no absolute right to lock-out - Lock-out may or may not be objectionable depending on circumstances. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Unlawful - Two pre-conditions are required for legality - First, employer must meet procedural requirements concerning lock-out and restrictions on timing - Second, lock-out must be measured against prohibitions in s. 11 of *The Trade Union Act* - Lock-out must have close connection to collective bargaining objectives not to run afoul of s. 11. (B.B.) p. 542; LRB File Nos. 007-92 & 011-93.

Westfair Foods Limited, S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

PRACTICE AND PROCEDURE

Abuse of process- Withdrawal of application, without evidence of prejudice or agreement, is not bar to re-filing of same application - Process does not constitute abuse of process. (J.H./D.B.) p. 1770; LRB File No. 256-88.

Federated CQ-operative Ltd., S.J.B.R.W.D.S.U., Locals 539 and 540 and Sherwood Co-operative Association Ltd., [1989] Fall Sask. Labour Rep. 60.

Adjournment - Board refused to adjourn application pending outcome of proceedings before Court of Appeal. (B.B.) p. 787; LRB File No. 147-93.

Saskatchewan Construction Labour Relations Council, Inc., Construction Labour Relations Association of Saskatchewan Inc., [1993] 3rd Quarter Sask. Labour Rep. 145.

Adjournment - Employer ignored certification application because application described employer by its registered business name instead of corporate name- Application was amended to substitute correct corporate name of employer - Employer requested adjournment to file reply - Adjournment was refused. (J.H./B.B.) p. 1709; LRB File No. 189-94.

Madison Development Group Inc., U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 77.

Aid and abet- Section 12 of *The Trade Union Act*- Employer cannot be both principal and accessory- Where application charged employer in both capacities, s. 12 application was dismissed. (J.H./B.B.) p. 636; LRB File No. 011-92.

WaterGrQup Companies Inc., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 68.

PRACTICE AND PROCEDURE — continued

Application -Abridgement of time - Section 5(b) of *The Trade Union Act*- Abridgement is granted when original application was dismissed for reasons unrelated to merits and it was questionable whether Board had jurisdiction to dismiss in first place. (D.R) p. 451; LRB File No. 390-84.

Canada Safeway Ltd., U.F.C.W., Local 1985. [1985] Feb. Sask. Labour Rep. 24.

Application - Amalgamation - Open period - Union must apply to amend each order during applicable open period - Two applications will then be heard together on merits - Board has no jurisdiction to hear application filed outside open period. (B.B.) p. 928; LRB File No. 233-93.

Western Automotive Rebuilders Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 146.

Application - Amendment at hearing • Adding new party is not permitted late in proceeding - Proper course is to bring new application. (D.B.) p. 531; LRB File No. 041-85.

Fairford Industries Ltd., U.W.A., Local 8294 and Moose Jaw Steel Fab Services Ltd., [1985] July Sask. Labour Rep. 31.

Application - Amendment at hearing - Amendment will be refused if it is unfair or if it would effectively substitute entirely new application or raises spectre of interested parties who are not before Board. (D.B.) p. 10; LRB File No. 562-82.

Eckl Ceramics (1978) LuL, U.B.A.C., [1983] Apr. Sask. Labour Rep. 69.

Application -Amendment at hearing - Board exercised jurisdiction under s. 19 of *The Trade Union Act* to amend application to determine real issue in dispute. (D.B.) p. 314; LRB File No. 105-84.

Inter-City Mechanical Ltd., Union and S.M.W.L.A., Local 296. [1984] Aug. Sask. Labour Rep. 32.

Application - Amendment at hearing - Board refused to substitute one application for another late in proceedings -Proper course is to bring new application. (D.B.) p. 531; LRB File No. 041-85.

Fairford Industries Ltd., U.S.W.A., Local 8294 and Moose Jaw Steel Fab Services Ltd., [1985] July Sask. Labour Rep. 31

Application - Amendment at hearing - Board will allow party to amend to ensure real question in controversy is determined - Section 19 of *The Trade Union Act* should not be used on Board's own motion to substitute entirely new application. (D.B.) p. 556; LRB File No. 419-84.

Beverage Central Ltd., S.J.Q.R.W.D.S.U., Local 480, [1985] July Sask. Labour Rep. 45.

Application - Amendment at hearing - Board will amend procedural errors to ensure that real question is determined - Board will not invoke s. 19 of *The Trade Union Act* to substitute entirely different application for one filed. (D.B.) p. 659; LRB File No. 248-85.

Yorkton Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1985] Dec. Sask. Labour Rep. 60.

Application - Amendment at hearing - Board will amend procedural errors to ensure that real question raised by proceedings are determined. (D.B.) p. 531; LRB File No. 041-85.

Fairford Industries Ltd., U.S.W.A., Local 8294 and Moose Jaw Steel Fab Services Ltd., [1985] July Sask. Labour Rep. 31.

PRACTICE AND PROCEDURE — continued

- Application - Amendment at hearing - Union was permitted to amend name of employer on certification application to reflect correct corporate name. (J.H./B.B.) p. 1709; LRB File No. 189-94.
Madison Development Group Inc., U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 77.
- Application - Amendment at hearing - Where amendment of proposed unit was requested at hearing after evidence was called on appropriateness of proposed unit, hearing was adjourned to give employer opportunity to prepare objection - Amendment was allowed. (D.R.) p. 1813LRB File No. 054-89.
Nipawin and Distrid Services to the Handicapped Inc., C.U.P.E., Local 3370, [1989] Winter Sask. Labour Rep. 38.
- Application - Amendment at hearing - Where wrong corporate entity was named as employer on certification application, Board allowed union to amend application by substituting correct corporate entity. (J.H./D.B.) p. 956; LRB File No. 213-86.
Dube Management Ltd., U.F.C.W., Local 1400 and Labour Relations Board for the Province of Saskatchewan, [1987] Sept. Sask. Labour Rep. 31.
- Application - Amendment at hearing - Whether amendment would alter nature of application - Board deciding that amendment would not fundamentally alter application - Amendment was allowed and designated employer was given time to file reply and statement of employment. (B.B.) p. 1752LRB File No. 164-94.
Wolfe Construction Ltd., U.B.C.J.A., Local 1985, [1994] 4th Quarter Sask. Labour Rep. 116.
- Application - Amendment at hearing - Whether request for amendment represents attempt to include two employers in one application - Board is satisfied that union only wished to name one employer. (B.B.) p. 1752; LRB File No. 164-94.
Wolfe Construction Ltd., U.B.C.J.A., Local 1985, [1994] 4th Quarter Sask. Labour Rep. 116.
- Application - Amendment before hearing - Board allowed application brought before hearing to amend certification application by substituting different corporation for corporation named as employer. (J.H./D.B.) p. 998; LRB File No. 283-86.
Lockerbie Management Ltd., U.B.C.J.A., Local 1021, [1987] Apr. Sask. Labour Rep. 44.
- Application - *De minimus non curat lex* - Unfair labour practice provisions are not to be invoked for frivolous or capricious reasons. (D.B.) p. 1881; LRB File Nos. 005-89, 022-89 & 024-89.
Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1989] Winter Sask. Labour Rep. 78.
- Application - Dismissed - Application under s. 11(1)(a) of *The Trade Union Act* was dismissed when counsel failed to specify how evidence supported allegations in application. (B.B.) p. 804 LRB File No. 157-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.

PRACTICE AND PROCEDURE — continued

- Application - Irregularities and technicalities - Board will not permit proceedings to be invalidated by technical irregularities. (D.B.) p. 556; LRB File No. 419-84.
Beverage Central Ltd., S.J.B.R.W.D.S.U., Local480, [1985] July Sask. Labour Rep. 45.
- Application - Irregularities and technicalities - Oral applications - Applications must be in writing and set forth alleged violation and relief sought with reasonable particularity - Board may refuse to hear oral applications. (J.H.I.R.H.) p. 1; LRB File Nos. 180-89 to 186-89.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local834, [1990] Winter Sask. Labour Rep. 75.
- Application - Irregularities and technicalities - Non-compliance with regulations and procedures carries risk that application will be adjourned or dismissed. (D.B.) p. 1487; LRB File No. 292-88.
Central Butte Union Hospital, S.U.N., [1989] Summer Sask. Labour Rep. 40.
- Application - Irregularities and technicalities - Non-compliance with regulations - Letter was filed instead of application - Clear intent of *The Trade Union Act*, s. 19(1) and reg. 35 is to ensure proceedings are not invalidated by reason of irregularity or technical objection - Board will place substance before form - Board will deal with real issue - Question is not whether application is in right form but whether it is acceptable in substance - Letter contained all essential information. (D.B.) p. 1487; LRB File No. 292-88.
Central Butte Union Hospital, S.U.N., [1989] Summer Sask. Labour Rep. 40.
- Application - Irregularities and technicalities - Where there was no request in application for exclusion, Board refused to grant exclusion. (D.B.) p. 562; LRB File No. 418-84.
Victoria Union Hospital, C.W.P.E., Local 84, [1985] Aug. Sask. Labour Rep. 29.
- Application - Notice - Notice of certification proceedings given to South Saskatchewan Building and Construction Trades Council is notice to its members. (D.B.) p. 479; LRB File No. 435-84.
Monad Contractors Ltd., I.E.W., Local2038, [1985] Apr. Sask. Labour Rep. 49.
- Certification - Amendment - Clarification or correction - Board "considers necessary" amendments to certification orders. (B.B.) p. 1803; LRB File Nos. 202-94 & 226-94.
City of Regina, Regina Professional Firefighters Association, Local 181, [1994] 4th Quarter Sask. Labour Rep. 164.
- Certification - Amendment - Clarification or correction - Whether application was properly brought under s. 5(j) of *The Trade Union Act* when circumstances had changed considerably since certification order was issued and relationship between current situation and order was fortuitous - Board deciding application was not properly brought under s. 5(j). (B.B.) p. 1292; LRB File No. 017-94.
Saskatoon Separate School Board of the St. Paul's Roman Catholic Separate School District No. 20, C.U.P.E., Local 3730, [1994] 2nd Quarter Sask. Labour Rep. 96.
- Certification - Amendment - Reclassified position - In all-employee unit onus is on employer to prove new position is out-of-scope - Proper procedure is to apply to amend certification order - Unfair labour practice is not proper procedure. (N.S.) p. 184; LRB File No. 192-78.
C.L.C. Local/481, S.G.E.U., (unreported).

PRACTICE AND PROCEDURE — continued

Certification - Competing certification applications - Are heard in order they are filed - Subsequent applications are dismissed **if** prior application is successful (R.H.) p. 544; LRB File Nos. 255-91, 267-91, 274-91 & 303-91.

Tanar Lloydminster Maintenance Ltd., 1.B.B., U.B.C.J.A., Local 1985, C.G.W.U., Local 890 and E.C.W. U., Local 649, [1992] 1st Quarter Sask. Labour Rep. 56.

Certification - Competing certification applications - Two unions filed for certification on same day - One filed evidence of majority support- Other filed evidence of support from over 25% - Vote was ordered. (D.B.) p. 1275; LRB File Nos. 001-88 & 002-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U. and Saskatchewan Institute of Applied Science and Technology Faculty Association. [1988] May Sask. Labour Rep. 42.

Certification - Competing certification applications - When two unions file certification applications for same unit on same day, Board orders vote. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.

Salem Industries Canada Ltd., L.A.B.S.O.I.W.U., Local 771 and Construction Workers Association, Local 151, [1986] July Sask. Labour Rep. 40.

Certification - Competing certification applications - Where second application is filed before hearing of first application, status of second union to seek certification or vote between two unions depends on whether its support pre-dates or post-dates the date on which first application was filed - If second union's support pre-dates filing of first application status will be granted and Board may order vote - Board **will** not order vote **if** one union has overwhelming support. (R.H.) p. 24; LRB File No. 187-89.

Penn-Co Construction Ltd., I.U.O.E., Local 870 and Construction Workers Association, Local 151, [1990] Summer Sask. Labour Rep. 39.

Certification - Competing certification applications - With two exceptions, first union to apply **will** have its application determined without regard to any subsequent application for certification - Vote is ordered if one union establishes discrimination or obstruction against it by employer, or if on date first union applied for certification, second union had support from at least 25% of employees. (J.H./R.H.) p. 665; LRB File Nos. 027-92 & 028-92.

Remai Investment Co., E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97.

Certification - Designation of employees - Orders need not specifically indicate that persons have been found to be employees by operation of ss. 2(f) or (g) of *The Trade Union Act* - To avoid future misunderstandings persons found to be employees by virtue of ss. 2(f) or (g) will be specifically designated in certification order. (N.S.) p. 90; LRB File No. 564-77.

Parkland School Unit, No. 63, C.U.P.E., Local 832, [1978] June Sask. Labour Rep. 56.

Certification - Name of employer - Three corporations are named as employer in same certification order when their industrial relations are so intertwined as to make them inseparable. (R.H.) p. 513; LRB File No. 189-91.

Prairie Pipeline Ltd., C.G.W.U., Local 180, (1991) 4th Quarter Sask. Labour Rep. 73.

PRACTICE AND PROCEDURE- continued

Certification - New position - Application should be brought under s. 5(m) of *The Trade Union Act* or by unfair labour practice under s. 36. (D.B.) p. 706; LRB File No. 392-85.

Canada Safeway Ltd., S.J.B.-R.W.D.S.U., Locals 454 and 480, (1986] Mar. Sask. Labour Rep. 23.

Certification - New position - Board will issue preliminary ruling and allow subsequent review before issuing final order where employee is not yet performing duties of new position. (D.B.) p. 399; LRB File No. 089-84.

University Hospital, S.U.N., [1984] Nov. Sask. Labour Rep. 31.

Certification- New position- New position is not automatically awarded to one unit based on wording of its certification order - Board must determine which unit is appropriate for new position. (R.H.) p. 426 LRB File Nos. J30-90, 205-90, 003-91 & 004-91.

St. Paul's Hospital, S.E.I.U., Local 333, [1991] 2nd Quarter Sask. Labour Rep. 78.

Certification - New position - New position was unfilled at time of hearing - Board will grant preliminary ruling under s. 5(m) of *The Trade Union Act* which remains subject to review under s. 5(k). (D.B.) p. 764; LRB File No. 335-84.

Saskatchewan Housing Corporation, S.G.E.U., (1986] May Sask. Labour Rep. 40.

Certification - New position - New position was unfilled at time of hearing - In making interim order Board has no choice but to accept employer's representations as to intended functions and responsibilities - Interim decision was made to exclude position from bargaining unit subject to review after position was filled for reasonably representative period of time - Onus remains on employer. (D.B.) p. 562; LRB File No. 418-84.

Victoria Union Hospital, C.P.E., Local 84, [1985] Aug. Sask. Labour Rep. 29.

Certification - New position - Parties referred issue to Board under s. 24 of *The Trade Union Act*. (N.S.) p. 426; LRB File No. 77-81.

University Hospital, S.U.N., [1982] May Sask. Labour Rep. 58.

Certification - Open period is calculated from date of original order and not from date of amendment to original order. (D.B.) p. 787; LRB File No. 003-86.

Canada Safeway Ltd., S.J.B.-R.W.D.S.U., MacDonalds Consolidated Ltd. and Zypchyn, (1986] Nov. Sask. Labour Rep. 45.

Certification - Support evidence - Board will advise applicant before hearing if evidence of support is inadequate. (N.S.) p. 001; LRB File No. 112-77.

Beaver Lumber Company Ltd., I.W.A., [1977] May Sask. Labour Rep. 30.

Certification - Support evidence - Union requested leave to file additional evidence of employee support - Board refused leave to file evidence that was dated after application was filed. (B.B.) p. 1716; LRB File No. 181-94.

Marquardt Mechanical Ltd., U.A., [1994] 4th Quarter Sask. Labour Rep. 83.

PRACTICE AND PROCEDURE — continued

- Certification - Support evidence - Whether Board should rely on evidence of support filed with application or order representation vote - Board affirming long-standing policy of granting certification on basis of support cards. (B.B.) p. 187J; LRB File No. 240-94.
Holiday Inn Ltd, U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 227.
- Certification - Terminology in certification order is not intended to give advantage to union in respect of new classifications - New classifications do not automatically fall into unit simply because of terminology used in certification order. (N.S.) p. 170; LRB File No. 150-78 & 172-78.
Plains Health Centre, S.U.N. and C.U.P.E., Local 1838, (1979) Feb. Sask. Labour Rep. 48.
- Certification - Time bar - Section 5(b) of *The Trade Union Act* - Dismissal and withdrawal of application are distinguished - Second application for certification is not barred, even when first dismissed. unless true wishes of employees were determined on first. (D.B.) p. 1581: LRB File No. 270-88.
VicWestSteel/nc., U.S.W.A., [1989] Summer Sask. Labour Rep. 77.
- Certification order- Validity- Board has no jurisdiction to inquire into validity of previous certification orders - Finding by Board that entity is not trade union has no effect upon previous certification orders obtained by that entity - Certification order is valid until quashed by court of competent jurisdiction. (D.B.) p. 391; LRB File No. 236-84.
Wm. Clark Interiors Ltd, Carpenters Provincial Council of Saskatchewan, [1984] Nov. Sask. Labour Rep. 43.
- Certification order - Validity cannot be attacked in collateral proceedings. (D.B.) p. 479; LRB File No. 435-84.
Monad Contractors Ltd., I.B.E.W., Local 2038, (1985) Apr. Sask. Labour Rep. 49.
- Choice of forum -Board declined jurisdiction over alleged violation of s. 11(2)(c) of *The Trade Union Act* when validity of collective agreement was before courts- Application was adjourned *sine die* on Board motion. (N.S.) p. 39; LRB File Nos. 018-77 & 022-77.
Hagblom Construction (1974) Ltd., Construction and General Workers, Local 890, Cana Construction Co. Ltd., Ellis-Don Ltd., Poole Construction Co, and Graham Construction Ltd., [1978] June Sask. Labour Rep. 53.
- Constitution -Notice to Attorney General - Is requirement for notice to Attorney General pursuant to s. 8 of *The Constitutional Questions Act* when provisions of *The Trade Union Act* are alleged to contravene *Charter of Rights*. (D.B.) p. 357; LRB File No. 115-84.
United Masonry Construction Ltd., I.U.B.A.C., Local 3, [1984] Oct. Sask. Labour Rep. 37.
- Evidence- Applying evidence from previous hearings is permitted when counsel agree- Where quantity of evidence is vast and issues are numerous, Board must be told with precision what portion of previous evidence is being applied to what issue. (J.H./B.B.) p. 432; LRB File No. 009-92.
WaterGroup Canada Limited and Aquafine Water Inc., S.J.B.R.W.D.S.U., (unreported).

PRACTICE AND PROCEDURE -,- continued

Evidence - Board agent - Board appointed Board agent to examine employer's payroll as witness testifying as to payroll appeared nervous and to be taking cues from employer as to proper answers. (C.P.); LRB File No. 319-74-5.

Mid-West Motors (1966) Ltd. - C.B.R.T., Local 44, [1976] Feb. Sask. Labour Rep. 40.

Evidence - Board questioned whether application can be based on events that had not occurred at date of application. (D.B.) p. 507; LRB File No. 401-84.

IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.

Evidence - Confidentiality - Employer is not competent or compellable to say how he voted. (D.B.) p. 1516; LRB File Nos. 207-88 & 003-89.

Holiday Inn Ltd., S.J.B.R.W.D.S.U. and Reese, [1989] Summer Sask. Labour Rep. 84.

Evidence - Cross-examination of party opposite - When party calls opposite party as witness, cross-examination of witness will be permitted. (J.H./B.B.) p. 900; LRB File Nos. 180-93, 181-93 & 182-93.

R.M. of Lipton, No. 217, I.U.O.E., Local 870, [1993] 4th Quarter Sask. Labour Rep. 119.

Evidence - Delay - Board refused to hear lengthy evidence on issue when it believed evidence was tendered only as delaying tactic. (N.S.) p. 233; LRB File No. 237-79.

Federated Co-operatives Ltd., U.F.C.W., Local 1400, (unreported).

Evidence - Support evidence - Confidentiality of support - Board will not reveal identities of employees who support union. (D.B.) p. 74; LRB File Nos. 373-85 & 375-85.

Government of Saskatchewan, S.G.E.U., Jessup and Hanna, [1986] Feb. Sask. Labour Rep. 48.

Independent contractor - Alleging Unfair labour practice under s. 36 of *The Trade Union Act* or application under s. 5(m) is preferable to application under s. 11(1)(c) where application seeks to determine if person is independent contractor or employee. (D.B.) p. 556; LRB File No. 419-84.

Beverage Central Ltd. - S.J. R.W.D.S.U., Local 480, [1985] July Sask. Labour Rep. 45.

Independent contractors - Independent contractors do not need to be excluded from scope of unit - Policy is to specifically include persons designated as employees pursuant to s. 2(f)(iii) of *The Trade Union Act*. (D.B.) p. 1484; LRB File No. 246-88.

Bosco Homes Inc., S.G.E.U. [1989] Spring Sask. Labour Rep. 84.

Interested party - Addition of parties - Employees should apply for party status and file reply if they intend to allege that union was engaged in improper organizing tactics - Is not proper to bypass all procedure and simply appear on date of hearing. (B.B.) p. 1724; LRB File No. 147-94.

Prairie Lube Ltd. (Mr. Lub), U.F.C.W., Local 1400, [1994] 4th Quarter Sask. Labour Rep. 90.

PRACTICE AND PROCEDURE — continued

Interested party - Board refused to recognize broadly-defined entitlement of union to leap to defence of fundamental principles whenever they arise - Union intervention may be appropriate in some situations, but is offensive when employees are already, represented by another union. (B.B.) p. 86; LRB File No. 096-92.

Westfair Foods Ltd., S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.

Interested party - Intervenor status was denied to union that did not claim to represent any of employees - Union was granted status as interested party and allowed to participate in hearing. (D.B.) p. 13; LRB File No. 435-82.

Government of Saskatchewan, S.G.E.U., [1983] Apr. Sask. Labour Rep. 67.

interested party - Natural justice - Board refused to consider application when interested parties were not given notice of proceedings. (N.S.) p. 238; LRB File No. 312-79.

Moose Jaw Sash and Door (1963) Ltd., W.A., Local 1-184, [1980] May Sask. Labour Rep. 69.

Interested party - Regulations impose duty on Board Secretary to make reasonable effort to identify interested parties and give notice - Regulations do not require rigorous investigation to unearth all who might wish to be heard. (B.B.) p. 86; LRB File No. 096-92.

Westfair Foods Ltd., S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.

Interested party - Where it is necessary to add third party to proceedings, Board will exercise jurisdiction under s. 19(3) of *The Trade Union Act* to do so. (D.B.) p. 770; LRB File Nos. 387-85 & 389-85.

City of Regina, C.U.P.E., Local 7, [1986] Sept. Sask. Labour Rep. 69.

Interested party - Whether City of Regina should be granted status as interested party because of its interest in lost revenue from fines as result of industrial action by police officers - Board decided that City had sufficient interest to be allowed to participate in proceedings. (B.B.) p. 1151; LRB File Nos. 159-93 & 160-93.

Regina Board of Police Commissioners, Regina Police Association Inc., [1993] 4th Quarter Sask. Labour Rep. 126.

Intervenor - Status is denied to union that did not claim to represent any of employees - Union granted status as interested party and allowed to participate in hearing. (D.B.) p. 13; LRB File No. 435-82.

Government of Saskatchewan, S.G.E.U., [1983] Apr. Sask. Labour Rep. 67.

Intervenor - Whether Health Sciences Association should be granted status to intervene in certification application - Board granted status as intervenor to address specifically any issues relating to appropriateness of paramedical bargaining units. (B.B.) p. 1163; LRB File No. 015-94.

Saskatoon District Health Board at Parkridge Centre, S.E.I.U., Local 333, [1994] 1st Quarter Sask. Labour Rep. 238.

PRACTICE AND PROCEDURE — continued

- Natural justice - Board must be exceedingly vigilant with respect to natural justice and must make every effort to prevent impairment of right to fair hearing. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Natural justice - Board is not required to give notice of hearing to employees who write to Board in attempt to revoke their support for union's certification. (B.B.) p. 1724; LRB File No. 147-94.
Prairie Lube Ltd. (Mr. Lube) U.F.C.W., Local 400, [1994] 4th Quarter Sask. Labour Rep. 90.
- Natural justice - Fair bearing - Board deferred hearing on some issues when it was satisfied that employer did not have sufficient notice to prepare response - Board was mindful of duty to balance need for speedy access with procedural safeguards sufficient to ensure fair hearing. (B.B.) p. 282, LRB File No. 067-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 57.
- Natural justice - Member of Board appear before Board as representative of party - Board is not improperly influenced by Member. (C.P.); LRB File No. 196-74-5.
Bridge City Electric Ltd., M.Q. O'Brien and I.B.E.W., Local 529, [1975] Mar. Sask. Labour Rep. 49.
- Natural justice - Pleadings - Multiplicity of issues - Severance of issues was ordered when hearing all issues would produce confusion, prejudice respondent's ability to defend itself and hinder decision-making by Board. (J.I./B.B.) p. 432; LRB File No. 009-92.
WaterGroup Canada Limited and Aquafine Water Inc., S.J.B.R.W.D.S.U., (unreported).
- Non-suit - Application dismissed on preliminary objection when allegations, even if proved, do not constitute unfair labour practice. (N.S.) p. 487; LRB File No. 323-82.
Saskatchewan Construction Labour Relations Council Inc., I.B.E.W. Locals 529 and 2038, [1982] Oct. Sask. Labour Rep. 43.
- Non-suit - Board rejects proposition that respondent can make non-suit motion without being put to election as to whether it will call evidence - Policy is to refuse to rule on motion unless respondent elects to call evidence - If respondent elects to call evidence, Board will reserve decision on motion until all evidence is adduced. (R.H.) p. 232; LRB File No. 237-89.
Beaver Foods Ltd., H.E.R.E., Local 767, Belfour, Whitdeer, Lockwood, Desroches, Frantz, Down, Mumey and John, [1990] Winter Sask. Labour Rep. 49.
- Non-suit - Principles and options discussed. (B.B.) p. 136; LRB File No. 211-92.
Brock, S.J.R.W.D.S.U. and Sherwood Co-operative Association, (unreported).
- Particulars - Adjournment is granted when application did not fairly give notice of issues. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.

PRACTICE AND PROCEDURE — continued

Particulars- Application must state clearly and concisely relevant facts and exact nature of violation - Applicant's failure to provide particulars justifies Board in dismissing application. adjourning application pending provision of particulars or refusing to proceed with hearing on issues not particularized. (J.H./B.B.) p. 432; LRB File No. 009-92.
WaterGroup Canada Limited and Aquafine Water Inc., S.J.B.R.W.D.S.U., (unreported).

Particulars - Applicant must state sufficient particulars to enable respondent to identify actions that allegedly constitute unfair labour practice - Particulars must enable respondent to properly defend application - Particulars were ordered and case was adjourned. (N.S.) p. 487 LRB File No. 323-82.
Saskatchewan Construction Labour Relations Council Inc., I.B.E.W., Locals 529 and 2038, 1,1982] Oct. Sask. Labour Rep. 43.

Particulars - Natural justice - In absence of formal or extensive pleadings or pre-hearing procedures and considering Board's wide powers to admit evidence, Board must ensure that no party is put at disadvantage - Adjournment is granted when Board is satisfied that employer's ability to answer was impaired by inadequate identification of events in union's application. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Ltd, S.J.B.R.W.D.S.U.. [1992] 4th Quarter Sask. Labour Rep. 83.

Particulars - Union's evidence was at variance with particulars provided to employer - Employer made no objection at hearing- Employer's application to reopen hearing was denied. (B.B.) p. 740; LRB File No. 132-93.
Remai Investment Co., S.J.B.R.W.D.S.U. and Ruff, [1993] 3rd Quarter Sask. Labour Rep. 103.

Particulars - Whether union's request for particulars on day prior to hearing should be granted - Request was granted and particulars were ordered. (B.B.) p. 1765; LRB File No. 237-93.
Liick, C.U.P.E.. Local 600-5, [1994] 4th Quarter Sask. Labour Rep. 129.

Policy • Board refused to find employer guilty although infraction was established as this was first opportunity for Board to express its policy on topic. (R.H.) p. 453; LRB File Nos. 199-90 & 234-90.
Wascana Rehabilitation Centre, S.G.E.U., [1991] 3rd Quarter Sask. Labour Rep. 56.

Polley - Procedural rulings are not immutable and unchallengeable - Board is always willing to hear reasoned argument on procedural issues. (B.B.) p. 99 LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Limited, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.

Preliminary objection - Arbitration procedure - Party raised preliminary objection that Board should defer to arbitration board - Board held that could not decide whether deference was warranted without hearing evidence. (B.B.) p. 1441; LRB File Nos. 007-94 to 012-94.
Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E.. Local 3477, [1994] 3rd Quarter Sask. Labour Rep. 100.

PRACTICE AND PROCEDURE — continued

Prosecution - Summary conviction prosecution - Party wishing to initiate prosecution should proceed in normal fashion - Board has no role in prosecutions. (R.H.) p. 309; LRB File No. 077-89.
interprovincial Concrete Ltd., C.O.W.U., Local 890, [1991] 1st Quarter Sask. Labour Rep. 85.

Remedy - Board must exercise its permissive jurisdiction under s. 5 of *The Trade Union Act* to make order when properly called upon to do so. (D.B.) p. 115; LRB File No. 059-83.
Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Local 540, [1984] Oct. Sask. Labour Rep. 31

Rescission - Validity of application for rescission is not affected if applicant ceases to be employed after filing. (J.H./D.B.) p. 115; LRB File No. 055-87.
Chi Chi's Restaurant Enterprises Ltd., H.E.R.E., Local 767, [1987] Oct. Sask. Labour Rep. 46.

Retroactivity - Effective date of Board order is date of order - If Board intended order to apply retroactively it would have said so. (D.B.) p. 163; LRB File No. 243-83.
Days Paints Ltd., B.P.A.T. and Daymart Coatings Ltd., [1983] Nov. Sask. Labour Rep. 39.

Service - Service of lock-out notice by union by facsimile is valid when there is no dispute about its receipt - Earlier interim ruling is reversed. (B.B.) p. 542; LRB File Nos. 007-92 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Service - Statutory time limit in s. 11(7) of *The Trade Union Act* - Lock-out notice was served 20 minutes late - *De minimus jo curat lex* principle is inapplicable - Board has no jurisdiction to ameliorate statutory time limit. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Standing - Employer has status to bring application to Board for determination of which of two bargaining units a new position should be assigned. (R.H.) p. 426; LRB File Nos. 130-90, 205-90, 003-91 & 004-91.
St. Paul's Hospital, S.E.I.U. Local 333, (1991) 2nd Quarter Sask. Labour Rep. 78.

Standing - Where Ministers of Crown are named personally in unfair labour practice brought against government as employer and Ministers' conduct was conduct of employer, application against individual Ministers is dismissed. (B.B.) p. 442; LRB File No. 264-92.
Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

Standing - Union has status to continue unfair labour practice after employee ceases to be employee. (J.H./R.H.) p. 405; LRB File No. 005-91.
St. Joseph's Home, S.E.I.U. Local 333, [1991] 2nd Quarter Sask. Labour Rep. 64.

Standing - Successor employer - named employer was inappropriately named as respondent in successorship application - Proper respondent is transferee - Application was dismissed. (B.B.) p. 513; LRB File No. 269-9
Town of Maple Creek, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 71.

PRACTICE AND PROCEDURE — continued

Statement of employment - Where statement of employment was incomplete, Board directed employer to prepare and file new statement of employment. (D.B.) p. 1054LRB File No. 116-86.

Lakeland Regional Library Board, C.V.P.E., Local 3077, [1987] Oct. Sask. Labour Rep. 74.

Subpoena- Subpeona was quashed as description of documents was too vague. (B.B.) p. 798: LRB File Nos. 166-93, 179-93 & 207-93.

Con-Force Structures Ltd., C.G.W.U., Local 180, [1993] 3rd Quarter Sask. Labour Rep. 156.

Time limits - Regulation 34 pennits Board to enlarge or abridge time limits contained in Regulations but does not permit Board to alter statutory time limits. (B.B.) p. 86; Labour Relations Board File No. 096-92.

Westfair Foods Ltd., S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, f1992]4th Quarter Sask. Labour Rep. 100.

Vote - Board delegated its power to fix voters' list to executive officer. (N.S.) p. 233LRB File No. 237-79.

Federated Co-operatives Limited, U.F.C.W., Local 1400, (unreported).

Wimess - Exclusion - Exclusion of union witnesses during opening statement by union counsel is granted when counsel intends to summarize their evidence. (B.B.) p. 99; LRB File No. 168-92.

Western Grocers, A Division of Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.

RAID

Effect - When one trade union replaces another trade union, any collective agreement between latter and employer is of no force or effect. (D.B.) p. 1542; LRB File No. 131-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 51.

Practice and procedure - First vote failed due to lack of quorum - Board is satisfied that employees are reluctant to vote because they will be identified as pro-union - Board denies request for mail-out ballot and directs second vote with third choice of no union. (N.S.) p. 179; LRB File No. 138-78.

Potash Corp. of Saskatchewan Mining Limited, Rocanville Div., O.C.A.W.I.U., (unreported).

Practice and procedure - Incumbent union may rest on certification order without filing additional proof of support - If raiding union has support of 25% of employees in unit. Board will order vote - If raiding union requests vote under s. 6(1) of *The Trade Union Act*, Board may order vote - Raiding union lacks benefit of certification order and must prove support. (N.S.) p. 278: LRB File No. 103-80.

Dominion Stores Limited, U.F.C.W., Local 1400. S.J.B.R.W.D.S.U., (1980) Aug. Sask. Labour Rep. 43.

RAID — continued

Practice and procedure - Normal procedure is to order vote except where raiding union files overwhelming proof of support and incumbent union rests on certification order - Certification will be granted to raiding union without vote. (N.S.) p. 531; LRB File No. 408-82.

Shelley Western, U.F.C.W., Local 1400, [1983] Feb. Sask. Labour Rep. 43.

Timeliness - Anniversary date of agreement referred to in s. 33(5) of *The Trade Union Act* means anniversary date of effective date of agreement. (D.B.) p. 342; LRB File No. 214-84.

Canada Safeway Limited, U.F.C.W., [1984] Oct. Sask. Labour Rep. 40.

Timeliness - Application by union to replace incumbent union must be made in open period set forth in s. 5(k) of *The Trade Union Act*. (D.B.) p. 342; LRB File No. 214-84.

Canada Safeway Limited, U.F.C.W., [1984] Oct. Sask. Labour Rep. 40.

Timeliness Carve out from existing union must be made during open period in s. 5(k) of *The Trade Union Act*. (D.B.) p. 767, LRB File No. 415-85.

City of Regina, C.U.P.E., Local 17 and R.C.M.M.A., [1986] May Sask. Labour Rep. 46.

RECONSIDERATION

Criteria - Section 5(i) of *The Trade Union Act* - Board has extensive jurisdiction to reconsider previous decision- Power must be used sparingly and only when necessary to redress injustice. (B.B.) p. 740; LRB File No. 132-93.

Remai Investment Co., S.J.B.R.W.D.S.U. and Ruff, [1993] 3rd Quarter Sask. Labour Rep. 103.

Jurisdiction - Board can conceive of circumstances where it might be appropriate to give s. 5(j) of *The Trade Union Act* a slightly wider scope than to "clarify and correct." (B.B.) p. 86; LRB File No. 096-92.

Westfair Foods Ltd., S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.

Jurisdiction - Jurisdiction to amend or rescind previous order does not permit Board to reconsider previous decision- Board has no inherent appeal jurisdiction. (D.B.) p. 410; LRB File No. 342-84.

K.A.C.R. (A Joint Venture) Carpenters Provincial Council of Saskatchewan, [1985] Jan. Sask. Labour Rep. 41.

Natural justice - Failure to notify interested party constitutes breach of natural justice that justifies re-opening of application. (B.B.) p. 86; LRB File No. 096-92.

Westfair Foods Ltd., S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.

RECONSIDERATION — continued

Natural justice - Particulars - Employer requested and received particulars - Union's evidence was at variance with particulars given - Employer made no objection at hearing - Employer's application to reopen hearing *is* denied. (B.B.) p. 740; LRB File No. 132-93.

Remai Investment Co., S.J.B.R.W.D.S.U. and Ruff, [1993] 3rd Quarter Sask. Labour Rep. 103.

New evidence- Caution is required - Evidt:nct: must be crucial and good and sufficient reason shown why it was not produced at original hearing. (B.B.) p. 740LRB File No. 132-93.

Remai Investment Co., S.J.B.R.W.D.S.U. and Ruff, f1993] 3rd Quarter Sask. Labour Rep. 103.

Policy - Board may confine hearing on application to reconsider preliminary or threshold issues. (B.B.) p. 86; LRB File No. 096-92.

Westfair Foods Ltd. .S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, f1992] 4th Quarter Sask. Labour Rep. 100.

Practice and procedure - Two-step procedure - Applicant must establish grounds for reconsideration before proceeding to reconsideration hearing -Automatic trial *de novo* is rejected. (B.B.) p. 740; LRB File No. 132-93.

Remai Investment Co., S.J.B.R.W.D.S.U. and Ruff, [1993] 3rd Quarter Sask. Labour Rep. 103.

Remedy - Union asking for reconsideration of remedies ordered in earber decision on grounds that orders set precedent and were unexpected - Board deciding that, though remedies of this kind were not ordered previously, orders were not unexpected - Board dismissed application . (B.B.) p. 1219; LRB File No. 014-94.

Banga, S.G.E.U., [1994] 1st Quarter Sask. Labour Rep. 291.

Vote - Whether separate vote should have been conducted among student radiology tectmicians- Board confirming original decision that was made on basis that students are not separate bargaining unit- Request for reconsideration was refused. (B.B.) p. 1118; LRB File Nos. 210-90 & 223-93.

Royal University Hospital,, H.S.A.S. and S.E.I.U., Local 333, [1993] 3rd Quarter Sask. Labour Rep. 128.

REFERENCE OF DISPUTE

Bargaining *unit* - Merger of two institutions - Intermingling - Parties agreed that vote should be ordered where employees in one institution are not represented by union -Board ordering vote. (B.B.) p. 1476; LRB File No. 109-94.

Twin Rivers District Health Board, Saskatchewan Union of Nurses, [1994] 3rd Quarter Sask. Labour Rep: 132.

REFERENCE OF DISPUTE — continued

Bargaining unit - Scope - Allocation of new position between competing units - Board deciding position of computer and financial systems co-ordinator should be allocated to bargaining unit represented by Regina Civic Middle Management Association. (B.B.) p. 1803; LRB File Nos. 202-94 & 226-94.

City of Regina, Regina Civic Middle Management Association and Regina Professional Firefighters Association, [1991] 4th Quarter Sask. Labour Rep. 164.

Collective agreement - Dispute over compliance with union security provisions in collective agreement was referred to Board- Board interpreted agreement and made findings of fact. (D.B.) p. 1443; LRB File No. 172-88.

Refrigeration Installations, Canadian Association of industrial, Mechanical and Allied Workers, Local 11, [1989] Spring Sask. Labour Rep. 58.

Criteria - Board's jurisdiction under s. 24 of *The Trade Union Act* is confined to hearing those matters specifically agreed. (D.B.) p. 63; LRB File No. 243-83.

Daymart Coatings Ltd. & Days Paints Ltd., Brotherhood of Painters and Allied Trades, [1983] Nov. Sask. Labour Rep. 39.

Criteria- Section 24 of *The Trade Union Act* must not to be used as method of appeal. (D.B.) p. 163; LRB File No. 243-83.

Daymart Coatings Ltd. & Days Paints Ltd., Brotherhood of Painters and Allied Trades, [1983] Nov. Sask. Labour Rep. 39.

Criteria - When will Board assume jurisdiction under s. 24 of *The Trade Union Act* -What constitutes agreement - Clear and unequivocal agreement is required. (D.B.) p. 115; LRB File No. 059-83.

Federated Co-operatives Limited, S.J.B.R.W.D.S.U., Local 540, [1984] Oct. Sask. Labour Rep. 31.

Raid - Carve out from existing unit must be made during open period in s. 5(k) of *The Trade Union Act*- Applicant cannot apply under s. 24. (D.B.) p. 786; LRB File No. 415-85.

City of Regina, C.U.P.E., Local 7 and R.C.M.M.A., [1986] May Sask. Labour Rep. 46.

RELIGIOUS EXCLUSIONS

Application - Board excludes devout, sincere Seventh Day Adventist on grounds of religious objection. (J.H./B.B.) p. 289; LRB File No. 255-92.

Gateway Lodge Inc., S.U.N., [1993] 1st Quarter Sask. Labour Rep. 120.

Application - Employee excluded under s. 5(1) of *The Trade Union Act* remains member of bargaining unit and is entitled to all benefits of collective bargaining agreement with exception that is not obliged to pay dues. (R.H.) p. 636; LRB File No. 209-91.

Regina Pioneer Village Ltd., C.U.P.E., Local 1138 and York, [1992] 2nd Quarter Sask. Labour Rep. 60.

RELIGIOUS EXCLUSIONS — continued

Application - Exempted employee remains member of bargaining unit for all purposes including seniority and bidding on vacancies only open to members of bargaining unit - Employee is only exempted from requirement to join union and pay dues.

Yorkton Union Hospital. (1993] 7 W.W.R. 129 (Sask. C.A.)

Employer's freedom of religion - Whether ordering Seventh Day Adventist employer to bargain collectively with trade union violates employer's constitutional rights. (D.R) p. 1777; LRB File Nos. 199-88 & 255-88.

Swift Current Nursing Home Inc., S.U.N. and S.E.I.U., [1989] Fall Sask. Labour Rep, 65.

Political opinion - Professional ethics are not same as religious belief- Prospect that union dues might be used to support other unions or causes which applicant regards as abhorrent is not integrally related to religious belief (B.B.) p. 791:LRB File No. 135-93.

Kindersley Union Hospital, S.U.N. and Enns, [1993] 3rd Quarter Sask. Labour Rep. 149.

Seventh-Day Adventist - Board excluded member of Seventh Day Adventist from bargaining unit. (J.I.); LRB File No. 222-73-4.

Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955 and Robb, [1975] Mar. Sask. Labour Rep. 51.

Test - Board found evidence that applicant's beliefs are supported by church doctrine - Board considered applicant's past religious life and practices to determine genuineness - Demeanour and attitude of applicant was also important: (D.B.) p. 931; LRB File No. 089-86.

Saskatchewan Legal Aid Commission. C.U.P.E.. Local 1949 and Neufeld, [1986] Dec. Sask. Labour Rep. 33.

Test - Board must differentiate between objections that are religious and objections that are partly result of religious influences. (J.H.I.R.H.) p. 56: LRB File No. 018-90.

Saskatchewan Abilities Council, A.T.U., Local 615 and Gerbrandt, f1990) Summer Sask. Labour Rep. 78.

Test - Board will carefully scrutinize applications - Where Board is satisfied that beliefs are not religious. application will be dismissed - Applicant presented no evidence of past religious life and practices - Applicant's beliefs are not part of church's doctrine - Applicant experiences no personal crisis that forces applicant to choose between religious beliefs and livelihood. (D.B.) p. 940LRB File No. 183-86.

Birch Hill & District Nursing Home Inc., S.E.I.U., Local 333 and Olsen, [1986] Dec. Sask. Labour Rep. 39.

Test - Four-fold test - Employee must object to all unions; employee need not be member of sect that opposes union membership as matter of doctrine but employee's beliefs must relate to relationship to Divine as opposed to men and man-made institutions; Board must be satisfied of applicant's sincerity. (D.B.) p. 931; LRB File No. 089-86.

Saskatchewan Legal Aid Commission, C.V.P.E., Local 1949 and Neufeld, [1986] Dec. Sask. Labour Rep. 33.

RELIGIOUS EXCLUSIONS — continued

- Test - Four-fold test for distinguishing between unmeritorious and genuine case of religious objection - One test is that there be convincing evidence that applicant has not rationalized his or her objections on religious grounds. (D.B.) p. 1372; LRB file No. 170-88.
Saskatchewan Property Management Corporation, S.G.E.U. and Brown, [1988] Winter Sask. Labour Rep. 53.
- Test - Mere personal interpretation of Bible is insufficient - Objection to union is not matter of religious training when church does not prohibit union membership. (N.S.) p. 263; LRB File No. 058-80.
Government of Saskatchewan, S.G.E.U. and Mattson, [1980] June Sask. Labour Rep. 38.
- Test - Objection is religious if it relates to Divine or man's relationship to Divine and must be distinguished from moral, philosophical, social or political objections. (J.H./D.B.) p. 1539; LRB File Nos. 008-89, 010-sp & 013-89.
Integ Management and Support Services Ltd., C.U.P.E., Local 2399, [1989] Summer Sask. Labour Rep. 49.
- Test - Objection must be genuinely religious in nature as opposed to philosophical, political or social - Beliefs need not be part of of established church. (B.B.) p. 791; LRB File No. 135-93.
Kindersley Union Hospital, S.U.N. and Enns, [1993] 3rd Quarter Sask. Labour Rep. 149.
- Test - Objections must be product of thoughtful consideration - Applicant must have turned mind to his or her faith and be compelled to conclusion that membership in union is irreconcilable with will of God - Objection must be sincere and unequivocal - Is not sufficient to be honestly struggling with problem. (J.H.I.R.H.) p. 49; LRB File No. 073-90.
Saskatoon City Hospital, S.E.I.U., Local 333 and Loewen, [1990] Fall Sask. Labour Rep. 61.
- Test - Objection need not be based on specific tenets of religious sect. (D.B.) p. 1372; LRB File No. 170-88.
Saskatchewan Property Management Corporation, S.G.E.U. and Brown, [1988] Winter Sask. Labour Rep. 53.
- Test - Roman Catholic - Employee objects to joining union as matter of conscience - Application dismissed as objection is not religious. (N.S.) p. 198; LRB File No. 274-78.
Central Canada Potash Co. Ud., (unreported).
- Test - Must be connection between objection and religious training - Exclusion was denied where Church had no policy on unions. (N.S.) p. 264; LRB File No. 067-80.
Cut Knife Union Hospital Board, C.U.P.E. and Collins, [1980] July Sask. Labour Rep. 41.

REMEDY

- Anticipatory cease-and-desist order - Section 42 of *The Trade Union Act* - Request for injunction to prevent employer from interfering with organizing drive, and when union decides to start one, was dismissed as premature. (J.H./B.B.) p. 410; LRB File No. 141-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

REMEDY — continued

Bargaining unit - Intermingling - Two separate bargaining units represented by different unions were merged when employees were transferred to single new facility - Vote was directed to determine which union will represent employees -New bargaining unit was fashioned. (B.B.) p. 8; LRB File Nos. 091-92, 099-92 & 155-92.

Wolf Willow Lodge, Saskatchewan Health Care Association, S.E.I.U., Local 336, C.U.P.E.. Local 2297 and Grant, [1992] 3rd Quarter Sask. Labour Rep. 93.

Causation - Must be causal connection between violation of *The Trade Union Act* and remedies requested. (B.B.) p. 542LRB File Nos. 007-93 & 011-93.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Certification - Names and addresses of employees - Application requesting that employer provide union with names and addresses of employees prior to certification of union was dismissed. (J.H./B.B.) p. 410;LRB File No. 141-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

Certification - Request to abridge six-month prohibition in s. 5(b) of *The Trade Union Act* - Application can be brought prior to filing of second application for certification. (J.H./B.B.) p. 410; LRB File No. 141-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

Certification - Union literature - Request that Board order employer to provide union with suitable location to leave literature was dismissed as premature as no organizing drive was under way - Board has jurisdiction, but decision was very fact sensitive. (J.H.I.B.B.) p. 410; LRB File No. 141-92.

F. W. Woolworth Co. Ltd., U.F.C.W.. Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.

Charter of Rights and Freedoms - Whether Board is court of competent jurisdiction - Although power to grant a remedy may be confined to courts by s. 24 of Charter, it is not necessary for Board to have recourse to s. 24 where alleged legislation is unconstitutional - Board has duty as result of s. 52 to declare law to be of no force or effect to extent it is inconsistent with Charter. (D.B.) p. 1160; LRB File No. 040-87.

Remai Investments Co. Ltd., S.J.B.R.W.D.S.U. and Piercy et al., (1987] Oct. Sask. Labour Rep. 48.

Collective agreement - Intermingling - Board expresses view that seniority list should be merged and parties should engage in necessary discussions as required by current collective agreement. (B.B.) p. 8; LRB File Nos. 091-92, 099-92 & 155-92.

Wolf Willow Lodge, Saskatchewan Health Care Association, S.E.I.U.. Local 336, C.U.P.E.. Local 2297 and Grant, [1992] 3rd Quarter Sask. Labour Rep. 93.

REMEDY — continued

Contempt - Union placed ad in newspaper in attempt to influence Board - Board expressed strong disapproval of practice and met of sanctions if action was repeated. (N.S.) p. 278; LRB File No. 103-80.

Canada Safeway Ltd., U.F. - W., Local 1400, S.J.B.R.W.D.S.U., Local 454 and Dominion Stores Ltd., [1980] Aug. Sask. Labour Rep. 43.

Costs - Jurisdiction of Board is in doubt but even if jurisdiction exists, there are good policy reasons for being cautious. (J.H./B.B.) p. 785; LRB File No. 009-93.

WaterGroup Companies Inc. (unreported).

Damages - Causation - Union must establish causal link between unfair labour practice found and damages claimed. (B.B.) p. 2.13; LRB File No. 168-92.

Western Grocers, A Division of Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.

Dismissal - Board directed employer not to terminate employee unless employee applies for and maintains union membership. (D.B.) p. 357; LRB File No. 115-84.

United Masonry Constructors Ltd., L.U.B.A.C., Local 3, [1984] Oct. Sask. Labour Rep. 37.

Duty of fair representation - Single arbitrator - Board directs arbitration to be heard by single arbitrator to eliminate dispute over whether union or employee nominates the side person. (B.B.) p. 977; LRB File No. 134-93.

Laurence Berry, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 65.

Duty of fair representation - Legal representation and legal fees - Union was directed to pay employee's legal expenses for application to Board and for bringing grievances to arbitration. (B.B.) p. 977; LRB File No. 134-93.

Laurence Berry, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 65.

Duty of fair representation - Legal representation and legal fees - Where union has made itself an unsuitable representative. Board ordered union to pay for independent legal counsel for employee at future proceedings and for legal fees incurred on past arbitration and for hearing before Board. (B.B.) p. 868; LRB File No. 173-93.

Mary Bango, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 88.

Duty of fair representation - Legal representation - Board has no authority to prevent union and employer from referring whatever question they think appropriate to arbitration - Ensuring that employee is properly represented at arbitration is proper remedy. (B.B.) p. 868; LRB File No. 173-93.

Mary Bango, S.G.E.U., [1993] 4th Quarter Sask. Labour Rep. 88.

Enforcement of arbitration award - failure to pay arbitrator's award is not failure to bargain in good faith - Arbitration award is enforceable by ss. 13 and 25(1) of *The Trade Union Act* - Court rather than Board is proper forum for enforcing compliance. (D.B.) p. 775; LRB File No. 293-85.

Western Automatic Spinners (1983) Ltd., U.A., Local 179, [1986] May Sask. Labour Rep. 52.

REMEDY — continued

Enforcement of Board orders - Contempt - Board's powers are limited to powers of commissioner under *The Public Inquiries Act* - Refusal to bear party is not proper remedy - Press releases that reflect on opposite party but not on dignity, integrity or ability of Board are not contempt of Board- Remedy lies in courts. (N.S.) p. 62; LRB File No. 661-77.
Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

Enforcement of Board orders - Contempt - Board orders are enforceable by contempt proceedings in superior court. LRB File Nos. 002-77 to 012-77.
Medstead Board of Education, C.U.P.E., [1979] 5 W.W.R. 453 (Q.B.); Afi'd 5 Sask. R. 81 (C.A.).

Enforcement of Board orders - Contempt - Employer found in civil contempt of court for breaching Board order and fined \$50,000. LRB File No. 169-92.
F. W. Woolworth Co. Ltd . U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 50 & 67.(Q.B.).

Enforcement of Board orders - Contempt - Court Jacks jurisdiction over disparaging remarks about Board made by employer following adverse decision from Board. LRB File No. 169-92.
F. W. Woolworth Co. Limited , U.F.C.W. • Local 1400, [1992] 4th Quarter Sask. Labour Rep. 50 & 67 (Q.B.).

Enforcement of Board orders - Contempt - Jurisdiction over *ex facie* contempt including breach of Board order lies with superior courts. LRB File No. 1169-92.
F. W. Woolworth Co. Limited, U.F.C.W., Local1400, [1992] 4th Quarter Sask. Labour Rep. 50 & 67 (Q.B.).

Injunction - Criteria - Applicant for injunction must establish clear right to final relief, reasonable likelihood of success and irreparable harm if injunction is not granted - If doubt remains after considering first three criteria, balance of convenience must be considered. (B.B.) p. 54; LRB File No. 197-92.
WaterGroup Canada Limited, S.J.B.R.W.D.S.U., [1992] 3rd Quarter Sask. Labour Rep. 121.

Injunction -Irreparable harm- Irreparable harm was not established by proving employees might lose work and wages - Board has jurisdiction to grant full relief if application is successful. (J.H./R.H.) p. 699LRB File No. 155-92,
Wolf Willow Lodge, Saskatchewan Health Care Association, S.E.I.U., Local 336, C.U.P.E., Local2297 and Grant, [1992] 3rd Quarter Sask. Labour Rep. 93.

Injunction - Irreparable harm - Whether possible damage to reputation of union as bargaining agent constitutes irreparable harm - Board deciding union bad failed to establish irreparable harm under circumstances of case. (B.B.) p. 1795LRB File No. 236-94.
Regina Health District , C.U.P.E., Local 176, (1994) 4th Quarter Sask. Labour Rep. 156.

REMEDY — continued

Injunction - Irreparable harm - Whether withholding of disputed Union dues by employer and payment of those dues into court constitute sufficient harm to justify granting of interim order to remit disputed dues to Union - Board deciding withholding of dues did not constitute irreparable harm. (B.B.) p. 1816LRB File No. 241-94.
Saskatchewan Wheat Pool, S.U., Local 1000, [1994] 4th Quarter Sask. Labour Rep. 176.

Injunction - Jurisdiction of Board - Board has jurisdiction to grant interlocutory injunction prior to finding any violation of *The Trade Union Act*.
Dairy Producers Co-operative Limited, Burkart (1991), 87 Sask. R. 241 (C.A.).

Injunction - Jurisdiction of Board - Is not necessary to rely on s. 42 of *The Trade Union Act* to grant injunction if Board has found violation of *Act* - Board can grant injunctive relief under s. 5(e). (J.H./R.H.) p. 685; LRB File No. 142-92.
F. W. Woolworth Co. Ltd., J.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 64; Application to quash dismissed [1993] 2nd Quarter Sask. Labour Rep. 51 (Q.B.).

Injunction - Jurisdiction of Board - Reviewed - Practice and procedure on interlocutory injunctions was established. (R.H.) p. 56; LRB File No. 011-92.
WaterGroup Companies Inc., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 68.

Injunction - Lay-off during negotiations for collective bargaining agreement - Irreparable harm was not established as full relief was available after hearing - Board expresses reluctance to permit its injunctive jurisdiction to be used as part of bargaining process. (R.H.) p. 591; LRB File No. 047-92.
Moose Jaw Board of Police Commissioners, Canadian Association of Policemen, Moose Jaw Branch, [1992] 1st Quarter Sask. Labour Rep. 88.

Injunction - Interference with organizing drive - Serious issue was raised on application and irreparable harm was established - Injunction was granted pending hearing of application - Hearing was expedited. (J.H./R.H.) p. 663; LRB File No. 142-92.
F. W. Woolworth Co. Ltd., J.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62.

Injunction - Organizing drive - Irreparable harm established as Board lacks jurisdiction to grant adequate remedy if employer successfully discourages support for union - Balance of convenience favours granting injunction. (J.H./R.H.) p. 663; LRB File No. 142-92.
F. W. Woolworth Co. Ltd., J.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62.

Injunction - Organizing drive - Where employer is conducting open campaign against certification, injunction will be granted under s. 5(e) of *The Trade Union Act* to prohibit employer from discussing representation issue with employees pending vote - Irreparable harm was established as Board lacks jurisdiction to grant adequate relief if employer discourages employees from supporting union. (J.H./R.H.) p. 685; LRB File No. 142-92.
F. W. Woolworth Co. Ltd., J.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 64; Application to quash dismissed [1993] 2nd Quarter Sask. Labour Rep. 51.

REMEDY — continued

Injunction - Practice and procedure - Cross-examination - Request for permission to cross-examine deponent on affidavits was denied as would protract proceedings. (B.B.) p. 54; LRB File No. 197-92.

WaterGroup Canada Limited, S.J.B.R.W.D.S.U., [1992] 3rd Quarter Sask. Labour Rep. 121.

Injunction - Practice and procedure - Irreparable harm - Whether applicant for interim order under s. 5.3 of *The Trade Union Act* as amended is required to show irreparable harm - Board deciding demonstration of harm is required for interim order requested prior to hearing of application on merits. (B.B.) p. 1785; LRB File No. 238-94.

Prairie Micro-Tech Inc., S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 147.

Injunction - Practice and procedure - Practice and procedure on interlocutory injunctions was established. (R.H.) p. 568; LRB File No. 011-92.

WaterGroup Companies Inc., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 68.

Injunction - Strike - Deduction of wages - Employer deducted wages from employees engaged in lawful strike which took form of slowdown - Injunction pending hearing of application on merits was refused as no irreparable harm is found when employer has means to pay adverse award and gives clear undertaking to do so. (J.H./B.B.) p. 907; LRB File No. 250-93.

Regina Board of Police Commissioners, Regina Police Association Inc., (1993] 4th Quarter Sask. Labour Rep. 126.

Injunction - Technological change - Onus of proof - Mere allegation is insufficient - Applicant must show that there is fair and reasonable question as to whether technological change has occurred and that it affects significant number of employees - Applicant must also show balance of convenience favours granting interim order. (R.H.) p. 376; LRB File No. 078-91.

Macdonalds Consolidated Limited, S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45.

Injunction - Unfair labour practice - Application alleged failure of employer to bargain in good faith - Whether change in allocation of earned days off should be enjoined - Board deciding that injunction should be refused - Irreparable harm was not established - "Strong *prima facie* case" is used as standard where injunction would have effect of preempting decision on substantive issues - "Strong *prima facie* case" was not established. (B.B.) p. 1432; LRB File No. 146-94.

University of Regina, C.U.P.E., Local 1975, [1994] 3rd Quarter Sask. Labour Rep. 91.

Injunction - Unfair labour practices - Intimidation - Discrimination on grounds of union activity - Whether change in holiday schedule for non-striking employees should be enjoined - Board deciding that injunction should be refused - "Strong *prima facie* case" is standard applied where injunction would have effect of preempting decision on substantive issues - "Strong *prima facie* case" was not established. (B.B.) p. 1498; LRB File No. 161-94.

City of Saskatoon, I.B.E.W., Local 319, [1994] 3rd Quarter Sask. Labour Rep. 152.

REMEDY — continued

Injunction - Unfair labour practice - Where union is newly certified and no first collective agreement exists, unilateral reorganization involving lay-offs that is implemented by employer will be enjoined pending hearing on merits of application - Injunction granted as relationship is in early and fragile stage and damage to union's credibility is irreparable. (B.B.) p. 54; LRB File No. 197-92.

WaterGroup Canada Limited/Pl., S.J.B.R.W.D.S.U., [1992] 3rd Quarter Sask. Labour Rep. 121.

Injunction - Unfair labour practice - Whether employer should be enjoined from unilateral implementation of changes in collective agreement - Board deciding requirements for issuing of interlocutory injunction were met. (B.B.) p. 1139; LRB File No. 039-94.

O.K. Economy Stores (A Division of Westfair Foods Ltd.), S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 11.

injunction - Unfair labour practice - Whether steps taken by employer constituted grounds for interlocutory and interim order - Board issuing order preventing employer from making two changes in terms and conditions of employment. (B.B.) p. 1785; LRB File No. 238-94.

Prairie Micro-Tech Inc., S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 147.

Make whole order - Make-whole powers of court in civil tort case are basically analogous to Board's power- Great caution is necessary. (B.B.) p. 99; LRB File No. 168-92.

Western Grocers, A Division of Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.

Monetary loss - Award - Lawful transactions that were advanced in time for unlawful purpose resulted in award of monetary loss. (B.B.) p. 240; LRB File Nos. 220-92 & 221-92.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.

Monetary loss- Award- Reduction of hours resulted in lost wages- Employer was ordered pursuant to s. 5(e) and s. 42 of *The Trade Union Act* to reimburse employees in circumstances that did not constitute discharge. (B.B.) p. 829; LRB File No. 128-93.

Town of Watrous, C.U.P.E. Local 3597, [1993] 4th Quarter Sask. Labour Rep. 52.

Monetary loss - Calculation - Board refused to deduct from employee's loss the days employee spent at Board hearings. (N.S.) p. 20; LRB File Nos. 063-79, 069-79, 081-79, 083-79 & 087-79.

Rite Way Mfg. Co. Ltd., U.W.A., [1979] Aug. Sask. Labour Rep. 56.

Monetary loss - Calculation - Days worked is deducted from days unemployed instead of deducting earnings from loss. (D.B.) p. 203; LRB File Nos. 167-83 & 169-83.

A.V. Concrete Forming Systems Ltd., Operative Plasterers & Cement Masons, Local 442, [1984] Mar. Sask. Labour Rep. 35.

Monetary loss - Calculation - Employee is entitled to fair and full compensation. (D.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85.

Revelstoke Companies Ltd., C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.

REMEDY — continued

- Monetary loss - Calculation - In absence of evidence that employer's operation changed in way that would alter employees' hours the Board calculated monetary loss on average number of hours worked per week prior to discharge. (D.B.) p. 1254; LRB File No. 191-87.
North Regina Mediclinic, C.U.P.E., 572002 Saskatchewan Ltd. and Marshall, [1988] Mar. Sask. Labour Rep. 39.
- Monetary loss - Calculation - Is policy of Board to disregard benefits such as U.I.C. and holiday pay when calculating loss, whether or not employee is under any legal obligation to repay U.I.C. upon receiving compensation. (N.S.) p. 209; LRB File Nos. 063-79, 069-79, 081-79, 083-79 & 087-79.
Rite Way Mfg. Co. Ltd., U.S.W.A., [1979] Aug. Sask. Labour Rep. 56.
- Monetary loss - Calculation - Loss is calculated by deducting days worked from total days of unemployment, as opposed to deducting earnings from loss - Deducting earnings from loss prejudices employees who obtain brief employment at higher rates. (N.S.) p. 209; LRB File Nos. 063-79, 069-79, 081-79, 083-79 & 087-79.
Rite Way Mfg. Co. Ltd., U.S.W.A. [1979] Aug. Sask. Labour Rep. 56.
- Monetary loss - Calculation - Loss is calculated on net days person is unemployed - Days employed are subtracted from days unemployed, instead of earnings subtracted from total loss - Board assesses loss up to date of hearing as opposed to date of reinstatement order - Board retains jurisdiction to assess additional monetary loss if employer refuses to reinstate after hearing. (N.S.) p. 60; LRB File Nos. 002-77 to 012-77.
Medstead School Unit No. 64, C.U.P.E., (unreported), applicn to quash dismissed, [1978] Feb. Sask. Labour Rep. 40 (Q.B.); [1978] Aug. Sask. Labour Rep. 38 (C.A.).
- Monetary loss - Calculation - Monetary loss commences on date of discharge and continues until order is complied with or employees are no longer able or willing to work. (D.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85.
Revelstoke Companies Ltd., C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.
- Monetary loss - Calculation - No compensation is payable for period when there would have been no work anyway. (D.B.) p. 90; LRB File No. 110-82.
City Iron Works Ltd., U.S.W.A. [1983] Sept. Sask. Labour Rep. 47.
- Monetary loss - Calculation - No monetary loss was awarded where Board was satisfied work would not have been available. (N.S.) p. 205; LRB File No. 111-79.
Rite Way Manufacturing Company Limited, (unreported).
- Monetary loss - Calculation - Where employee's length of tenure was indefinite and uncertain, the Board must calculate monetary loss on basis of what would most likely have happened if employee had not been unlawfully terminated. (J.H./B.B.) p. 67; LRB File No. 069-92.
College of Notre Dame, S.U.N. and Schubert, [1992] 3rd Quarter Sask. Labour Rep. 32.
- Monetary loss - Delay - Application for reinstatement and monetary loss must be filed as soon as possible and pursued diligently - Compensation may be denied for delay. (D.B.) p. 760 LRB File Nos. 137-85, 139-85 & 141-85.
Revelstoke Companies Ltd., C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.

REMEDY — continued

Monetary loss - Delay in reinstatement - When Board orders reinstatement and monetary loss calculated to date and employer thereafter fails to fully reinstate employee, employee may apply for further monetary loss and Board will continue to make orders for monetary loss until reinstatement order is fully complied with. (D.B.) p. 1254; LRB File No. 191-87.
North Regina Mediclinic, C.O.P.E., 572002 Saskatchewan Ltd. and Marshall, [1988] Mar. Sask. Labour Rep. 39.

Monetary loss - Interest - Method of calculation - Board suggests "rough and ready" formula. (J.H./R.H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.
Remai Investment Co., S.J.B. v. W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Monetary loss - interest - Prejudgment interest - Section 5(g) of *The Trade Union Act* is broad enough to permit award of prejudgment interest as part of "monetary loss." (J.H./R.H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.
Remai Investment Co., S.J.B. v. W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Monetary loss - Lawful termination advanced in time for unlawful purpose - Monetary loss was ordered. (B.B.) p. 240; LRB File Nos. 220-92 & 221-92.
Westfair Foods Ltd., S.J.B. v. W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 86.

Monetary loss - Mitigation - Considering employer's animosity employee is not obligated to apply for vacant out-of-scope position. (D.B.) p. 1254; LRB File No. 191-87.
North Regina Mediclinic, C.O.P.E., 572002 Saskatchewan Ltd. and Marshall, [1988] Mar. Sask. Labour Rep. 39.

Monetary loss - Mitigation - Employers failed to report for work on day set for reinstatement - Board is not prepared to penalize employees when Board does not believe employees would have been given employment if they had reported - Board retains jurisdiction to determine additional loss subsequent to hearing if employees are not reinstated. (N.S.) p. 201; LRB File Nos. 219-78, 261-78, 264-78, 267-78 & 270-78.
Clark Construction & Concrete Ltd., Chauffeurs, Teamsters & Helpers, Local 395, [1979] June Sask. Labour Rep. 31.

Monetary loss - Mitigation - Failure to mitigate will reduce award. (D.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85.
Revelstoke Companies Ltd. v. C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.

Monetary loss - Mitigation - Onus is on employer to show employee has failed to mitigate - Onus is not on employee to show he or she has made every reasonable effort. (J.H./B.B.) p. 583; LRB File No. 058-90.
Remai Investment Co., S.J.B. v. W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Monetary loss - Striking employees - Generally claim for monetary loss must be reduced for period that employees would have been on strike - Principle is not applied where termination is indirect cause of strike and Board is satisfied that but for unlawful termination, employee would have been working. (J.H./R.H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.
Remai Investment Co., S.J.B. v. W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

REMEDY — continued

Multiple remedies - Where union is in lawful strike position and employer commits unfair labour practice, union can seek relief through collective bargaining process, including strike action or from Board or through both processes - Is no obligation on union to choose one forum or other. (tH.IR.H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.
Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Reinstatement - Closure - No reinstatement is ordered when business is closed and positions no longer exist. (D.B.) p. 595LRB File Nos. 135-85 to 141-85.
Revelstoke Companies Ltd., C.G.W.U., Local 890, f1985) Oct Sask. Labour Rep. 56.

Reinstatement - Closure- Reinstatement is not ordered where business is closed. (D.B.) p. 686; LRB File Nos. 253-85 to 255-85.
ChoicelandAutoServiceLtd., S.J.B.R.W.D.S.U., [1986] Feb. Sask. Labour Rep. 61.

Reinstatement - Demotions - Board distinguishes between discharge or suspension and demotion - Sections 11(1)(e), 5(f) and 5(g) of *The Trade Union Act* only apply to discharge or suspension. (D.B.) p. 300; LRB File No. 112-84.
Sm•katoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] July Sask. Labour Rep. 44.

Reinstatement - Discharge or suspension - Board looks at substance not form - If employer does not intend to recall employee within reasonable time Board will consider employee discharged. (D.B.) p. 1106; LRB File No. 335-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] June Sask. Labour Rep. 37.

Reinstatement - Discharge or suspension - Board's jurisdiction under ss. 5(f) and (g) of *The Trade Union Act* is confined to cases of discharge - Board has no jurisdiction in cases of suspension. (D.B.) p. 1106; LRB File No. 335-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local454, [1987] June Sask. Labour Rep. 37.

Reinstatement - Employee is not required to physically present self for re-employment after order is served on employer where employee made reasonable effort to return to employment - Monetary loss is awarded. (J.H./D.B.) p. 728; LRB File No. 079-85.
Ctescent Heights Janitorial Services Ltd., S.J.B.R.W.D.S.U., [1985] Oct. Sask. Labour Rep, 50.

Reinstatement - Employee misconduct - Remedies are discretionary - Board will review all circumstances including employee misconduct before making award. (D.B.) p. 755; LRB File Nos. 431-85 & 432-85.
Regina Exhibition Association, H.E.R.E., Local 767, [1986] Apr. Sask. Labour Rep. 42.

Reinstatement- Failure to appear - Employee who fails to appear after receiving several opportunities will have unfair labour practice application and application for reinstatement and monetary loss dismissed. (J.H./D.B.) p. 731; LRB File Nos. 081-85 & 082-85.
Crescent Heights Janitorial Service, S.J.B.R.W.D.S.U., [1986] Mar. Sask. Labour Rep. 42.

REMEDY - continued

Reinstatement Hiring of employee - Board has no jurisdiction to order employer to hire person even when Board finds person was denied employment contrary to s. II(I)(e) of *The Trade Union Act* - Sections 5(f) and (g) limit Board's jurisdiction to cases where discharged was contrary to *Act*- Hiring and firing are substantially different. (D.B.) p. 1143; LRB File Nos. 410-86 & 411-86.

City of Saskatoon, C.U.P.E. Local 59, [1987] Sept. Sask. Labour Rep. 38.

Reinstatement - Lay-off- Employee was reinstated to laid-off position of summer replacement. (D.B.) p. 1469 LRB File Nos. 209-8 to 211-88.

City of Yorkton, Yorkton Fire Fighters Association, Local 1527, [1989] Spring Sask. Labour Rep. 74.

Reinstatement - Reinstatement can only be ordered to position from which employee was discharged - Where position was abolished, employee should be reinstated to nearest equivalent remaining employment. (N.S.) p. 136; LRB File Nos. 001-78 & 003-78.

Kinistino and District Hauling Corporation, C.U.P.E., Local 2120 and Robinson, [1979] Jan. Sask. Labour Rep. 35.

Reinstatement - Where employee was assigned to various positions on as-needed basis prior to termination, Board refused order reinstatement to specific position - Board cautioned employer not to discriminate against employee on future work assignments. (J.H./R.H.) p. 462; LRB File No. 148-91.

A.S.L. Paving Ltd., Kalyniuk, [1991] 4th Quarter Sask. Labour Rep. 59.

Reinstatement and monetary loss - Board endeavours to place employee in same position employee would have been in had he not been discharged - As employee was probationary employee and would have been laid-off anyway Board directed reinstatement to status of probationary employee on lay-off - Monetary loss was ordered for period between date of improper discharge and date of normal lay-off. (J.H./R.H.) p. 7; LRB File No. 180-89.

Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834, and S.J.B.R.W.D.S.U., Locals 46, 635 and 955, [1990] Spring Sask. Labour Rep. 55.

Reinstatement and monetary loss - Board's authority under ss. 43(5)(b) and (c) of *The Trade Union Act* are confined to employees who are displaced by technological change. (D.B.) p. 868; LRB File Nos. 412-85 & 413-85

Woodlands Enterprises Ltd., I.W.A., Local 1184, [1986] July Sask. Labour Rep. 35.

Reinstatement and monetary loss - Board's power to order reinstatement and monetary loss is confined to cases of discharge - Power does not extend to suspensions. (D.B.) p. 604; LRB File Nos. 163-85 to 165-85.

Universal Engine Service & Supply Inc., U.S.W.A., (1985) Oct. Sask. Labour Rep. 58.

Reinstatement and monetary loss - Board's power to order reinstatement and monetary loss is discretionary - Reinstatement was ordered but monetary loss was refused because of employee's misconduct. (J.L.D.B.) p. 925; LRB File No. 342-85.

Regina Native Women's Association, S.G.E.U., [1986] July Sask. Labour Rep. 29.

REMEDY — continued

Reinstatement and monetary loss- Board's powers under ss. 5(f) and (g) of *The Trade Union Act* are confined to employees - Section 42 does not expand Board's jurisdiction where elsewhere it is expressly limited - Board has no jurisdiction to award monetary loss to managers. (J.H./D.B.) p. 860; LRB File Nos. 335-85 & 342-85.
Regina Native Women's Association, S.G.E.U., [1986] July Sask. Labour Rep. 29.

Reinstatement and monetary loss - Hiring of employees - Remedies of reinstatement and monetary loss are available where there has been discrimination in hiring. (J.H./RH.) p. 349; LRB File Nos. 254-89 & 255-89.
City of Saskatoon, C.U.P.E., Local 59, [1991] 1st Quarter Sask. Labour Rep. 77.

Reinstatement and monetary loss - Lawful termination was accelerated in time due to employee's union activity - Board ordering reinstatement and monetary loss for period lost due to acceleration of termination. (J.H./B.B.) p. 900; LRB File Nos. 180-93, 181-93 & 182-93.
R. M. of Lipton, No. 217, L.U.O.E., Local 870, [1993] 4th Quarter Sask. Labour Rep. 119.

Reinstatement and monetary loss - Legal lock-out at some point was converted into illegal closure - Employer was ordered to compensate employees for one-half of period - Amount was discounted to reflect possibility of strike and lay-offs for legitimate reasons. (B.B.) p. 240; LRB File Nos. 220-92 & 221-92.
Westjair Foods Ltd, S.J.B.R.W.D.S.U., Local 454, (1993] 1st Quarter Sask. Labour Rep. 86.

Reinstatement and monetary loss - Monetary loss was ordered although reinstatement was not ordered. (D.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85.
Revelstoke Companies Ltd., C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.

Reinstatement and monetary loss - Successor employer- Sections 5(f) and (g) of *The Trade Union Act* permit Board to make order against employer - Ordinarily order is made against employer who discharged employee - Section is wide enough to permit order to be made against successor employer. (J.H./RH.) p. 276; LRB File No. 053-90.
Remai Investment Co., S.J.B.R.W.D.S.U., (1990] Winter Sask. Labour Rep. 100.

Reinstatement and monetary loss - Whether Board has jurisdiction to order reinstatement and monetary loss if failure to rehire employee did not constitute discharge - Board ordered reinstatement and monetary loss in event failure to rehire constituted discharge - Board reserved on remedial order in event failure to rehire was not discharge, pending decision of Court of Appeal with respect to Board's jurisdiction to grant reinstatement and monetary loss in instance other than discharge. (J.H./B.B.) p. 1043; LRB File Nos. 208-93 & 209-93.
City of Saskatoon, C.U.P.E., Local 59, (1994] 1st Quarter Sask. Labour Rep. 91.

Posting of notice - Board has jurisdiction and will order posting in appropriate circumstances. (J.H./B.B.) p. 410; LRB File No. 141-92.
F. W. Woolworth Co. Ltd, U.F.C.W., Local 1400, (1993] 1st Quarter Sask. Labour Rep. 220.

- Posting of notice - Employer was ordered to post copy of Board's order and reasons in conspicuous place for ten days. (D.B.) p. 80. LRB File Nos. 111-86 to 113-86.
Sten-Ed Enterprises Inc., H.E.R.E., Local 1767, [1986] Sept. Sask. Labour Rep. 63.
- Posting of notice - Employer was ordered to post Board order and reasons on employee bulletin board. (D.B.) p. 1529, LRB File No. J221-88.
Beautiful Plains Villa Ltd., S.E.I.U., Local 299 and Panasiuk, (1989) Summer Sask. Labour Rep. 42.
- Section 42 of *The Trade Union Act* - Implied remedial jurisdiction - Minimalist interpretation was rejected - Certain remedies are so significant that it is not reasonable to assume that legislature intended to leave remedy to be implied or not implied from general words. (J.H./B.B.) p. 410; LRB File No. 141-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.
- Section 42 of *The Trade Union Act* - Jurisdiction under s. 42 creates limited remedial jurisdiction in addition to s. 5 - Is not merely co-extensive with what already exists, is not unlimited and must not be incompatible with other provisions. (J.H./R.H.) p. 349; LRB File Nos. 254-89 & 255-89.
City of Saskatoon, C.U.P.E., Local 59, [1991] 1st Quarter Sask. Labour Rep. 77.
- Section 42 of *The Trade Union Act* - Section confers remedial jurisdiction to permit Board to effect objects of *Act* - Where date of closure was illegally advanced, employer was ordered to keep business open to original date or treat employees as though business open until that date. (B.B.) p. 240; LRB File Nos. 220-92 & 221-92.
Westfair Foods Ltd., S.J.B./W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 86.
- Section 42 of *The Trade Union Act* - Section is not to be interpreted as conferring jurisdiction that sweeps aside other sections of *Act* in name of pursuing legislative goal - However, s. 42 is not flabby verbiage and does confer powers not specifically set out in s. 5. (B.B.) p. 86; LRB File No. 096-92.
Westfair Foods Ltd., S.J.B./W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.
- Section 42 of *The Trade Union Act* - Section is not restricted to injunctive relief - Provides flexible and extensive remedial power but does not override specific provisions in *Act*. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Ltd., S.J.B./R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Summary conviction - Section 15 of *The Trade Union Act* - Party wishing to initiate prosecution should proceed in normal fashion - Board has no role in prosecutions. (R.H.) p. 309; LRB File No. 077-89.
Interprovincial Concrete Ltd., C.G.W.U., Local 890, [1991] 1st Quarter Sask. Labour Rep. 85.

REMEDY- continued

- Technological change- Notice extended- Notice given by employer does not satisfy s. 43 of *The Trade Union Act*- Full 90 days of notice is ordered. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Technological change - Reinstatement and monetary loss - Reinstatement remedy is not appropriate when employees are legally locked out. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Unfair labour practice - Automatic certification - Board lacks jurisdiction to certify union without proof of majority employee support, even when it was established that union has been prevented from gaining support by employer's unfair labour practices. (J.H./B.B.) p. 410; LRB File No. 141-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.
- Unfair labour practice - Bonus - Board distinguishes between hope and expectation for bonus and legal obligation to pay one. (J.H./D.B.) p. 637; LRB File Nos. 118-85 to 122-85 & 131-85 to 133-85.
Triad Power Ltd., I.B.E.W., Local 529, [1985] Oct. Sask. Labour Rep. 37.
- Unfair labour practice - Collective bargaining - Employer unilaterally offered early retirement package to employees and was ordered to desist by Board - Employer subsequently refused to make same offer to union - Board refused to order employer to make offer to union, but did order employer to negotiate with union on this issue. (B.B.) p. 988LRB File No. 282-93.
Saskatoon Board of Police Commissioners, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 211.
- Unfair labour practice - Discrimination in hiring - Remedies of reinstatement and monetary loss are available. (J.H./R.H.) p. 349; LRB File No. 254-89 & 255-89.
City of Saskatoon, C.U.P.E., Local 59, [1991] 1st Quarter Sask. Labour Rep. 77.
- Unfair labour practice - Dismissal • Board has jurisdiction to order monetary loss without ordering reinstatement. (D.B.) p. 595LRB File Nos. 135-85 to 141-85.
Revelstoke Companies Ltd., C.G.W.U., Local 1890, [1985] Oct. Sask. Labour Rep. 56.
- Unfair labour practice - Reinstatement and monetary loss - Employer improperly terminated negotiations with union over reorganization - Reorganization resulted in lay-offs - Remedy under ss. 5 and 42 of *The Trade Union Act* includes reinstatement and monetary loss. (B.B.) p. 271; LRB File No. 197-92.
WaterGroup Canada Ltd., S.J.B.R.W.D.S.U., [1992] 3rd Quarter Sask. Labour Rep. 121.
- Unfair labour practice - Reinstatement offer - Employer unilaterally withdrew offer after *The Trade Union Act* s. 45 vote was ordered but before vote was conducted - Board directed reinstatement of offer pursuant to s. 5(e). (B.B.) p. 376; LRB File No. 229-92.
Western Canadian Beef Packers Ltd., U.F.C.W., Local 226-2, [1993] 1st Quarter Sask. Labour Rep. 189.

- Unfair labour practice - Remedial authority - General discussion by Court of Appeal of Board's remedial jurisdiction - Court holds that Board has broad and effective remedial jurisdiction.
Dairy Producers Co-operatives Limited, Burkart (1991), 87 Sask. R. 241 (C.A.).
- Unfair labour practice - Tenure of employment - Discrimination in hiring can be discrimination in regard to tenure of employment if person has right to acquire employment - Right may exist under collective bargaining agreement or if none then by implied or express agreement - Where collective bargaining agreement specifically deals with creation of tenure Board will not rewrite agreement to create tenure where agreement does not. (D.B.) p. 1143; LRB File Nos. 410-86 & 411-86.
City of Saskatoon, C.U.P.E., Local 59, [1987] Sept. Sask. Labour Rep. 38.
- Unfair labour practice- Unilateral change- Violation of s. 11(1)(m) of *The Trade Union Act* resulted in lost wages - Employer was ordered pursuant to s. 5(e) and s. 42 to reimburse employees for loss. (B.B.) p. 829; LRB File No. 128-93.
Town of Watrous, C.U.P.E., Local 3597, [1993] 4th Quarter Sask. Labour Rep. 52.
- Unfair labour practice - Unilateral change -Wage increase -Board ordered employer, pursuant to s. 5(e) of *The Trade Union Act* to cease withholding wage increase. (R.H.) p. 537; LRB File Nos. 193-91 & 194-91.
Brandt Industries Ltd., U.S.W.A., [1991] 4th Quarter Sask. Labour Rep. 81; Set aside on review [1992] 3rd Quarter Sask. Labour Rep. 55; Board decision restored on appeal [1994] 3rd Quarter Sask. Labour Rep. 84 (C.A.).
- Union membership - Cease and desist - Board has no authority to require union to admit person to membership or to reinstate person and order monetary loss - Board's authority is limited to requiring union to cease from violations of *The Trade Union Act*. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.
- Vote - Second vote - If Board found employer's conduct likely to have critically interfered with employees' ability to freely exercise their wishes it might use authority in s. 42 of *The Trade Union Act* to order second vote. (D.B.) p. 1516; LRB File Nos. 207-88 & 003-89.
Holiday Inn Ltd., Reese and S.J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.
- Vote - Second vote on certification - Board has jurisdiction to order second vote where reliability of results of first vote were undermined by employer interference. (J.H./B.B.) p. 410; LRB File No. 141-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.
- Vote - Second vote - Second vote was ordered due to employer interference with first vote - Union was given opportunity to communicate with employees before second vote was held. (D.B.) p. 1529; LRB File No. 221-88.
Beautiful Plains Villa Ltd., S.E.I.U., Local 299 and Panasiuk, [1989] Summer Sask. Labour Rep. 42.

STATUTORY INTERPRETATION

Common law and statute law - Board has jurisdiction to interpret legislation and common law other than *The Trade Union Act*. (B.B.) p. 536; LRB File No. 092-93.

Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477.
 ¶ 1993] 2nd Quarter Sask. Labour Rep. 91.

Confidentiality - Section 40 of *The Trade Union Act* - Board will not reveal identity of employees who support application. (D.B.) p. 674; LRB File Nos. 373-85 & 375-85.

Government of Saskatchewan, S.G.E.U. • Jessup and Hanna, [1986] Feb. Sask. Labour Rep. 48.

Contracting out of legislation - Board doubts validity of Professional Code or union constitution that limits rights conferred by *The Trade Union Act*. (D.B.) p. 581; LRB File No. 338-84.

Government of Saskatchewan, S.G.E.U. and Hanna, [1985] Aug. Sask. Labour Rep. 3L

Contracting out of legislation - Insofar as collective agreement purports to add to requirements of notice it is invalid - Legislature intended provisions of s. 33(4) of *The Trade Union Act* to override any conflicting provisions in collective agreement. (N.S.) p. 42; LRB File No. 549-77.

Independent Trucking Ltd., Retail Clerks Union, Local 401, [1978] Mar. Sask. Labour Rep. 51.

Contracting out of legislation - Parties cannot contract out of statutes passed for public interest. (D.B.) p. 105; LRB File No. 028-83.

Saskatchewan Construction Labour Relations Council, Inc., *Glovers Trade Div.*, Unionized Glass & Architectural Metal Contractors Association Saskatchewan Inc., International Brotherhood of Allied Trades, Glaziers Trade Division, [1984] Apr. Sask. Labour Rep. 38.

Contracting out of legislation - Time limits ins. 33(4) of *The Trade Union Act* cannot be varied by collective agreement - Notice that not timely within s. 33(4) is inoperative even though it was timely within provisions of collective agreement (J.H./D.B.) p. 630; LRB File No. 062-85.

Northern Telecom Canada Ltd., Communications Workers of Canada, [1985] Oct. Sask. Labour Rep. 46.

Contracting out of legislation - Where provisions of *The Trade Union Act* and collective agreement conflict *The Trade Union Act* prevails. (N.S.) p. 242; LRB File Nos. 315-317-79 and 002.003-80.

Westank-Willock, U.S.W.A., Local 4728, [1980] May Sask. Labour Rep. 72.

De minimus non curat lex - Board has no jurisdiction to ameliorate statutory time limits in s. 11(7) of *The Trade Union Act* - Lock-out notice was 20 minutes late. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

De minimis non curat lex.: Principle was applied. (D.B.) p. 1881; LRB File Nos. 005-89, 022-89 & 024-89.

Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1989] Winter Sask. Labour Rep. 78.

STATUTORY INTERPRETATION, — continued

Discretion to dismiss for employer influence - Section 9 of *The Trade Union Act* - If employers have right to speak to employees, employees must not be influenced by what they hear - Employer influence prohibited by s. 9 is not any influence - Prohibited influence is influence that compromises employee's ability to make informed reasoned decision that their right to decide should be removed. (J.H./D.B.) p. 692; LRB File Nos. 221 & 275-85.

Little Borland Ltd., U.B.C.J.A., Local 1805 and Schan, [1986] Feb. Sask. Labour Rep. 55.

Interpretative rules - *The Trade Union Act* must be interpreted to reflect scheme and objects of Act - Purpose of Act is to facilitate collective bargaining and industrial harmony. (R.H.) p. 307; LRB File No. 1J1-90.

Bird Machine Co. of Canada U.S.W.A., [1991] 1st Quarter Sask. Labour Rep. 39.

Interpretative rules - Board applied fair, large and liberal interpretation that best ensures attainment of objects of *The Trade Union Act* - Board gives language plain and ordinary meaning (D.B.) p. 1265; LRB File No. 067-87.

Saskatchewan Telecommunications, Communications Workers of Canada, (1988) Apr. Sask. Labour Rep. 35.

Interpretative rules - Board must give language of *The Trade Union Act* fair, large and liberal construction that best attains objects of Act - Words must be read in entire context and given ordinary meaning with ordinary grammar rules applying - Objects of Act are deepest source of assistance in uncovering uncertain intention. (R.H.) p. 185; LRB File No. 075-90.

Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 54.

Interpretative rules - Board must interpret *The Trade Union Act* in manner that coincides with scheme and objects of Act - True meaning is derived from reading words in entire context and using ordinary meaning and grammatical rules - Objects of Act are deepest source of assistance in uncovering uncertain intention! (R.H.) p. 158; LRB File No. 07-89.

Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 68.

Interpretative rules - Objects of *The Trade Union Act* are to facilitate collective bargaining and promote industrial harmony. (H.) p. 158; LRB File No. 207-89.

Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 68.

Interpretative rules - Strict construction - *The Trade Union Act* must be strictly construed because of penal consequences. (N.S.) p. 84; LRB File No. 662-77.

Sunshine Uniform Supply Services, S.J.B.R.W.D.S.U., Local 568, [1978] May Sask. Labour Rep. 51.

Permissive language - Although language of s. 5 of *The Trade Union Act* is permissive it imposes duty on Board to act when properly called upon to act. (N.S.) p. 242; LRB File No. 315-79.

Westank-Willock, U.S.W.A., Local 4728, [1980] May Sask. Labour Rep. 72.

STATUTORY INTERPRETATION — continued

Remedy- Section 42 of *The Trade Union Act* does not expand Board's power where elsewhere it is expressly limited. (J.H./D.B.) p. 860; LRB File Nos. 35-85 to 342-85.

Regina Native Women's Association, S.G.E.U., [1986] Nov. Sask. Labour Rep. 41.

Retroactivity - Whether amendments to *The Trade Union Act* have retroactive or prospective operation. (D.B.) p. 121; LRB File No. 275-83.

K.A.C.R. (A Joint Venture), I.U.O.E., Local 870, [1983] Nov. Sask. Labour Rep. 56.

Stare decisis- Although Board is not bound by doctrine of *stare decisis*, Board must be cautious about departing from clear policy set by predecessors. (B.B.) p. 593; LRB File No. 096-91.

Sterling Crane- Division of Procrane Inc., I.A.B.S.O.I.W., Local 771, [1992] 2nd Quarter Sask. Labour Rep. 51.

Stare decisis - Although Board is not necessarily bound by its previous decision, in absence of good and compelling reasons Board will follow its own decisions. (D.B.) p. 13; LRB File No. 435-82.

Government of Saskatchewan, S.G.E.U., [1983] Apr. Sask. Labour Rep. 67.

Stare decisis- Arbitration decisions are irrelevant. (N.S.) p. 540; LRB File No. 190-80.

Retail, Wholesale Department Store Union, Local 5t/4, Hnatiw, [1981] Feb. Sask. Labour Rep. 54.

Stare decisis - Arbitrators should follow Board's interpretation of *The Trade Union Act* between same parties on same facts. (J.H./D.B.) p. 1539; LRB File Nos. 008-89, 010-89 & 013-89.

Integ Management and Support Services Ltd (Sask. C.A.).

Stare decisis - Board is not bound by previous decisions but will follow them in absence of good and compelling reasons. (J.H./D.B.) p. 1249; LRB File No. 147-87.

Pineland Co-operative Association Ltd, S.J.B.R.W.D.S.U., Local 496, [1988] Feb. Sask. Labour Rep. 62.

Stare decisis - Board is not bound by previous decisions but will follow them in absence of good and compelling reasons. (J.H.I.R.H.) p. 30; LRB File No. 001-89.

Canada Safeway Ltd, S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 43.

Stare decisis - Board is not bound by previous decisions but will follow them in absence of good and compelling reasons. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Ltd, Teamsters Dairy and Produce Workers. Local 834, and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.

Stare decisis - Board can reverse position on number of votes required to constitute majority on decertification application - Board now requires 50% plus one employee to vote in favour of application. (B.B.) p. 1312; LRB File No. 059-94.

Campbell West (1991) Ltd, I.U.O.E., Local 870 and Schuett, [1994] 2nd Quarter Sask. Labour Rep. 114; upheld on review, [1994] 3rd Quarter Sask. Labour Rep. 75 (Q.B.).

STATUTORY INTERPRETATION — continued

Stare decisis - Board can reverse position on number of votes required to constitute majority on decertification application - Board now requires 50% plus one employee to vote in favour of application. (B.B.) p. 1633; LRB File No. 276-93.

Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 3rd Quarter Sask. Labour Rep. 293; upheld on review, [1994] 3rd Quarter Sask. Labour Rep. 75 (Q.B.).

Stare decisis - Board will abide by previous decisions unless good and compelling reasons are established. (J.H./B.B.) p. 76; LRB File No. 169-93.

Capital Pontiac Buick Cadillac GMC Ltd., U.S.W.A. and Monahan, [1993] 4th Quarter Sask. Labour Rep. 100.

Stare decisis - Board will follow its earlier decisions - Where Board has interpreted *The Trade Union Act* and interpretation has passed scrutiny of Courts or gone unchallenged Board will not adopt different interpretation, although equally reasonable, solely because personal views of Board have changed. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834, and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.

Stare decisis - Board is not bound by Court's interpretation of *The Trade Union Act*. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834, and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.

Stare decisis - Board is not bound by its previous decisions. (N.S.) p. 84; LRB File No. 662-77.

Sunshine Uniform Supply Services, S.J.B.R.W.D.S.U., Local 568, [1978] May Sask. Labour Rep. 51.

Stare decisis - Generally Board will follow court's interpretation of statute. (J.H./B.B.) p. 954; LRB File Nos. 187-93 & 214-93.

Loelcherbie & Hole Co. Ltd., CLR Construction Labour Relations Association of Saskatchewan Inc., [1993] 4th Quarter Sask. Labour Rep. 179.

Stare decisis - Whether or not Board is bound by Court of Appeal decision, Board will follow courts unless valid and compelling reason exist not to. (J.H./B.B.) p. 583; LRB File No. 05R-90.

Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Scope - Board is required to interpret certification order to discover intended scope. (D.B.) p. 1623; LRB File No. 263-88.

Western Automatic Sprinklers (1983) Ltd., U.A., Local 179, [1989] Fall Sask. Labour Rep. 37.

STATUTORY INTERPRETATION — continued

- Words and phrases- Discharge - Board's power to order reinstatement and monetary loss is confined to cases of discharge and does not extend to suspensions. (D.B.) p. 604; LRB File Nos. 163-85 to 165-85.
Universal Engine Service & Supply Inc., U.S.W.A., [1985] Oct. Sask. Labour Rep. 58.
- Words and phrases - Discharge - Discharge occurs when employer permanently or indefinitely severs employment relationship - Board looks to substance rather than form - Board determined that employer had no genuine intention to recall employee in reasonably foreseeable future. (D.B.) p. 604; LRB File Nos. 163-85 to 165-85.
Universal Engine Service & Supply Inc., U.S.W.A., [1985] Oct. Sask. Labour Rep. 58.
- Words and phrases - Notice to revise - Notice to revise does not terminate agreement - Agreement continues in force subject to duty to bargain. (J.H./D.B.) p. 616; LRB File No. 158-85.
Arcade Auto Body Service Ltd., Markiewicz and C.B.R.T., Local 44, [1985] Oct. Sask. Labour Rep. 34.
- Words and phrases- Pending- Application is pending from day application is heard by Board until day order is issued. (D.B.) p. 665; LRB File No. 149-85.
Northern Village of Buffalo Na'ows-S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.
- Words and phrases - Section 2(d) of *The Trade Union Act* - "Terms and conditions of employment" includes any and all matters or subjects negotiated and embodied in agreement. (R.H.) p. 158; LRB File No. 207-89.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 68.
- Words and phrases -Section 5(b) of *The Trade Union Act*- Prior application bar -Board holds that unit proposed in second application is not "substantially similar" to unit proposed in first application as one-half of occupational categories and one-third of employees covered by first unit are excluded in second unit. (J.H./D.B.) p. 911; LRB File No. 015-86.
Regina Exhibition Association, S.J.B.R.W.D.S.U., Local 568, [1978] May Sask. Labour Rep. 51.
- Words and phrases -Section 5(b) of *The Trade Union Act*- Prior application bar -Board holds that prior application for certification does not operate as bar to second application under s. 2(b) even when first application is dismissed, unless true wishes of employees were determined as result of first application - Where first application is withdrawn, no bar is in effect. (D.B.) p. 1581; LRB File No. 270-88.
VicWest Steel Inc., U.S.W.A., [1989] Summer Sask. Labour Rep. 77.
- Words and phrases- Section 11(J)(a) of *The Trade Union Act*- Amendment adding words "Nothing in this Act shall preclude an employer from communicating with his employees" merely codifies pre-existing law. (D.B.) p. 482; LRB File No. 315-83.
Moose Jaw Co-operative Association Ltd., U.P.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 43.

STATUTORY INTERPRETATION — continued

Words and phrases - Section 11(2)(d)(y) of *The Trade Union Act* - Meaning of phrase - "affected by the collective bargaining" - Only collective bargaining under way was grievance - Only grievors or all employees covered by collective agreement are affected. (N.S.) p. 390; LRB File Nos. 320-81 & 324-81.

Government of Saskatchewan, S.G.E.U. and Hayes, [1981] Nov. Sask. Labour Rep. 38.

Words and phrases - Section 33(1) of *The Trade Union Act* alters expiry date not effective date of collective agreement. (D.B.) p. 181 LRB File No. 322-83.

Westco Storage Ltd., U.F.C.W., Local 1400, (unreported).

Words and phrases - Section 33(5) of *The Trade Union Act* - Anniversary date of agreement referred to in s. 33(5) means anniversary date of effective date of agreement. (D.B.) p. 342; LRB File No. 214-84.

Canada Safeway Ltd., U.F.C.W. and S.J.B.R.W.D.S.U., Local 454, [1984] Oct. Sask. Labour Rep. 40.

Words and phrases - Strike - Employers refusing to cross another union's picket line are not on strike - Strike is concerted effort by employees undertaken to settle dispute about terms and conditions of employment. (N.S.) p. 511. LRB File Nos. 07-82 & 324-82.

Wascana Hospital, S.G.E.U., South Saskatchewan Hospital Centre and Sperling et al., [1983] Jan. Sask. Labour Rep. 41.

STRIKES

Concerted refusal to work - A concerted withdrawal of services by group of employees for purpose of compelling employer to agree to terms and conditions of employment constitutes strike. (D.B.) p. 891; LRB File No. 056-86.

Pyne, S.G.E.U., Meier and Kerr, [1986] Sept. Sask. Labour Rep. 57.

Concerted refusal to work - Any concerted withdrawal of services by group of employees is strike - Refusal to work overtime pursuant to ban imposed by union is strike. (N.S.) p. 242; LRB File Nos. 315-79 to 317-79, 002-80 & 003-80.

Westank-Willock, U.S.W.A., Local 4728, [1980] May Sask. Labour Rep. 72.

Concerted refusal to work - Any concerted withdrawal of services by employees for purpose of compelling employer to agree to terms and conditions of employment constitutes strike. (D.B.) p. 674; LRB File Nos. 373-85 & 375-85.

Government of Saskatchewan, S.G.E.U., Jessup and Hanna, [1986] Feb. Sask. Labour Rep. 48.

Concerted refusal to work - Study session constitutes strike action. (J.I.); LRB File No. 122-76.

Saskatchewan Power Corporation, I.B.E.W., Local Union No. 2067, [1976] Nov. Sask. Labour Rep. 31.

STRIKES — continued

- Conditions Parties must bargain collectively, take strike vote, provide notice to employer and Minister and wait 48 hours. (D.B.) p. 1420; LRB File Nos. 179-88 & 180-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 41.
- Definition -Employees refused to cross another union's picket line -Action does not constitute strike - Strike is concerted effort by employees undertaken to settle dispute about terms and conditions of employment. (N.S.) p. 511; LRB File Nos. 307-82 & 324-82.
Wa. cana Hospital, S.G.E.U., South Saskatchewan Hospital Centre and Sperling et al., [1983] Jan. Sask. Labour Rep. 41.
- Definition -Rotating and selective job action constitutes strike. (D.B.) p. 891LRB File No. 056-86.
Pyne, S.G.E.U., Meier and Kerr, [1986] Sept. Sask. Labour Rep. 57.
- Definition - Slow-down by employees constitutes strike. (D.B.) p. 1098LRB File No. 034-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61.
- Definition - Strike is defined as concerted withdrawal of services or reduction of output by employees for purpose of compelling employer to agree to terms and conditions of employment - Strike may include refusal to work overtime, work to rule, booking off sick and rotating withdrawals of service by groups of employees. (D.B.) p. 1000LRB File Nos. 293-86 & 294-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, (1987) Mar. Sask. Labour Rep. 35.
- Definition - Concerted withdrawal of services or reduction of output by group of employees with purpose of compelling employer to agree to terms and conditions of employment constitutes strike - Strike encompasses many types of activity including refusal to work overtime, work to rule, booking off sick and rotating withdrawals. (D.B.) p. 1098; LRB File No. 034-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61.
- Definition - Study session constitutes strike. (D.B.) p. 345; LRB File No. 096-84.
Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Local 540 and Dutkiewicz, [1984] Oct. Sask. Labour Rep. 43.
- Lawful - Section 34 of *The Trade Union Act* confers right to strike or lock-out when notice to revise is served and term of agreement has expired. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 35.
- Lock-out - Lock-out cannot be prohibited on grounds of general unfairness or harshness - Superior economic power does not render lock-out illegal. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.
- Lock-out - Employer is entitled to alter scope and extent of lock-out just as union entitled to engage in partial or rotating strikes. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

STRIKES — continued

- Notice- Notice required by s. 11(6) of *The Trade Union Act* that does not state date and time of strike is inadequate. (D.B.) p. 345; **File** No. 096-84.
Federated Co-operatives Ltd. S.J.B.R.W.D.S.U., Local 540 and Dutkiewicz, [1984] Oct. Sask. Labour Rep. 43.
- Notice - Rotating strike or lock-out - Strike or lock-out need not be continuous or of whole unit - Partial or intermittent strike or lock-out constitutes one strike or lock-out - Separate notice is not required under ss. 11(6) or (7) of *The Trade Union Act*. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 35.
- Notice - Service of lock-out notice by union by facsimile is valid when there is no dispute about its receipt- Earlier interim ruling is reversed. (B.B.) p. 542; LRB File No. 007-92 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.
- Notice - Statutory time limit in s. 11(?) of *The Trade Union Act* - Lock-out notice served 20 minutes late is valid- *De minimus* principle is inapplicable- Board has no jurisdiction to ameliorate statutory time limits. (B.B.) p. 42; LRB File Nos. 007-93 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.
- Replacement workers - Employer is entitled to limit disruptive effects of strike by using management personnel and non-striking employees. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 35.
- Replacement workers - Replacement workers are not members of bargaining unit - Are not entitled to participate in representation question and are not subject to union security provisions of *The Trade Union Act*. (R.H.) p. 107; LRB File No. 111-90.
Bird Machine Co. of Canada, U.S.W.A., [1991] 1st Quarter Sask. Labour Rep. 39.
- Replacement workers - Is no absolute right of striking employees to jobs at end of strike - Whether employer's refusal to discharge replacement workers and re-hire strikers is unfair labour practice depends on motive or purpose. (R.H.) p. 102; LRB File No. 192-89.
Royal Canadian Legion, Branch No. 56, S.E.I.U., Local 336, [1990] Summer Sask. Labour Rep. 99.
- Rescission - Board has policy against granting application for rescission during strike or lock-out - Policy prevents interference with collective bargaining process - Application for rescission was dismissed. (N.S.) p. 43; LRB File No. 370-82.
Bridge City Electric (1981) Ltd., Dyck and I.B.E.W., Local 529, [1983] Feb. Sask. Labour Rep. 46.
- Rescission - Board is reluctant to grant decertification application made during strike - Cooling off period is required- Freely expressed wishes of employees remain critical factor. (D.B.) p. 54; LRB File No. 454-82.
Humboldt Electric Ltd., (reported).

STRIKES — continued

- Statutory interpretation - Words and phrases - Section 11(2)(d)(ij) of *The Trade Union Act* - Phrase "affected by collective bargaining" requires vote among employees covered by collective agreement not among all employees covered by certification order. (N.S.) p. 527; LRB File No. 112-82.
Westfair Foods Ltd. . U.F.C.W.. Local 1400. [1983] Jan. Sask. Labour Rep. 38.
- Unfair labour practice - Application pending - Board disposed of important issues but ignored some subsidiary issues under pressure from parties to expedite decision - Board reserved on remedies - Application is not pending before Board as there are no issues of substance outstanding - Reserving on remedial issues does not make application pending. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.
Westfair Foods Ltd. . S.J.B.R.W.D.S.U.. [1993] 2nd Quarter Sask. Labour Rep. 100.
- Unfair labour practice- Employer cannot discipline employees for lawful strikes. (D.B.) p. 1098; LRB File No. 034-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61.
- Unfair labour practice - Employer cannot discipline or punish employees for engaging in lawful strike action - Depriving non-striking employees of right to select among available work and giving them choice of doing struck work or going home was form of interference or coercion. (J.H./B.B.) p. 5; LRB File No. 250-91.
City of Regina, A.T.U., Local 588, [1992] 3rd Quarter Sask. Labour Rep. 90.
- Unfair labour practice - Discrimination - Employer committed unfair labour practice by disciplining employees engaged in lawful study session. (J.I.); LRB File No. 122-76.
Saskatchewan Power Corporation, I.B.E.W., Local Union No. 2067, [1976] Nov. Sask. Labour Rep. 31.
- Unfair labour practice- Employer is permitted to respond to lawful slow-down by instituting lock-out - Employer may discipline if slow-down is unlawful. (D.B.) p. 1098; LRB File No. 034-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada. [1987] May Sask. Labour Rep. 61.
- Unfair labour practice - Locking out only those employees who strike does not violate s. 1J(1)(a) or s. 11(1)(e) of *The Trade Union Act*. (J.H./D.B.) p. 1632; LRB File No. 232-88.
Weyburn CQ-operative Association Ltd. . S.J.B.R.W.D.S.U.. Local 635, [1989] Fall Sask. Labour Rep. 43.
- Unfair labour practice - Slow-down can be lawful strike action - Dismissal for slow-down is unfair labour practice. (D.B.) p. 1331; LRB File Nos. 095-88 to 099-88.
Remai Investments Co. Ltd. , S.J.B.R.W.D.S.U.. [1988] Fall Sask. Labour Rep. 76.
- Unfair labour practice- Where union is in lawful strike position and employer commits unfair labour practice, union can seek relief through collective bargaining process, including strike action or from Board or through both processes • Is no obligation on union to choose one or other. (J.H./R. H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.
Remai Investment Co. Ltd. . S.J.B.R.W.D.S.U.. (1990) Winter Sask. Labour Rep. 97

STRIKES — continued

Uruon constitution - Strike management is under control of union - Individual employee has no right to engage in unauthorized strike tactics. (J.H./B.B.) p. 1729; LRB File No. 173-94.

Jordan Ward, Saskatchewan Government Employees' Uruon, [1994] 4th Quarter Sask. Labour Rep. 94.

Vote - Board declines to consider requirements of union constitution for holding meeting in determining whether s. 11(2)(d) of *The Trade Union Act* was complied with. (N.S.) p. 527; LRB File No. 112-82.

Westfair Foods Ltd, U.F.C. v. Local 1400, [1983] Jan. Sask. Labour Rep. 38.

Vote - Change in composition of bargaining unit subsequent to strike vote does not invalidate strike vote. (D.B.) p. 1420; LRB File Nos. 179-88 & 180-88.

Holiday Inn Ltd, S.J.B.R.W. v. S.U., [1989] Spring Sask. Labour Rep. 41.

Vote - Is no requirement that second strike vote be held after period of time elapsed from taking first vote. (D.B.) p. 1420; LRB File Nos. 179-88 & 180-88.

Holiday Inn Ltd, S.J.B.R.W. v. S.U., [1989] Spring Sask. Labour Rep. 41.

SUCCESSORS

Appropriate bargaining unit - Criteria applied in determining appropriate unit resulting from disposition of business are similar but not identical to those applied in certification proceedings - Undue fragmentation should be avoided. (D.B.) p. 1123; LRB File No. 396-86.

Headway Ski Corporation, S. I.E.U., [1987] Aug. Sask. Labour Rep. 48.

Appropriate bargaining unit - Bargaining rights are maintained if they can reasonably be accommodated within new structure - Unit that might be inappropriate on certification may be maintained if workable. (D.B.) p. 1123; LRB File No. 396-86.

Headway Ski Corporation, S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.

Appropriate bargaining unit - On transfer from public to private sector there is no presumption that existing unit is appropriate and should continue unaltered - One contrary unit must be altered to fit private sector into which it is transferred - Where transferred operations are carried on separately and employees are not intermingled, there is no reason to alter union's rights as bargaining agent but new and separate unit is necessary. (D.B.) p. 1123; LRB File No. 396-86.

Headway Ski Corporation, S. E.U., [1987] Aug. Sask. Labour Rep. 48.

Appropriate bargaining unit - Section 37 of *The Trade Union Act* applies to change of ownership, not to changes in geographic location of business - Successor is bound by certification order and collective bargaining agreement but only within geographic area in certification order and collective bargaining agreement.

Western Clay Products, Division I - XL Industries Ltd., (Sask. C.A) (unreported),

Bankruptcy - Interposition of third is not significant - Meaning of terms "disposition" and "business" are discussed - Board distinguishes between transfer of work and transfer of business. (D.B.) p. 35; LRB File No. 072-83.

Diogenes Investments Ltd, S. B.R.W.D.S.U., (1983) July Sask. Labour Rep. 40.

SUCCESSORSHIP — continued

- Certification - Board rejects proposition that new employer is not bound by order or collective bargaining agreement until it either acknowledges it is bound or Board makes an order. (D.B.) p. 1426; LRB File No. 045-88.
We. tern Automatic Sprinklers (1983) Ltd., Flaman and U.A., (1989] Spring Sask. Labour Rep. 45.
- Certification - Section 37 of *The Trade Union Act* is not to be used as substitute for nonnal certification process. (D.B.) p. 559; LRB File Nos. 029-85 & 030-85.
Parkland Drywall Ltd., Carpenters Provincial Council of Saskatchewan, (1985] July Sask. Labour Rep. 39.
- Certification - Where business is sold after application fur certification was filed but before application is heard. purchaser is bound by outcome of certification proceedings against vendor. (RH.) p. 185; LRB File No. 075-90.
Regina Exhibition Association Lid., S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 49.
- Collective agreement - Grievance - Successor employer is obligated to negotiate for settlement of grievances filed by employees offormer owner. (D.B.) p. 922; LRB File No. 136-86.
Fairford Industries Ltd.,V.S.W.A., Local 8294, Merit Manufacturing Inc. and Moose Jaw Steel Fab Services Ltd., (1986] Nov. Sask. LabourRep. 42.
- Collective agreement - "Otherwise order" - Board declined to order that University of Regina collective agreement does not apply to food services contractor on grounds that agreement was inappropriate - Board held that bargaining process would result in necessary revisions. (B.B.) p. 358; LRB File No.)70,.92.
Versa Services Ltd., C.U.P.E., Local1975-01, [1993] 1st Quarter Sask. Labour Rep. 174.
- Collective agreement - "Otherwise order" - Board is reluctant to order that collective bargaining agreement does not apply because it is not perfect fit with new employer - Board will leave such issues to collective bargaining process. (D.B.) p. 1123; LRB File No. 396-86.
Headway Ski Corporation, S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.
- Collective agreement - "Otherwise order"¹ - Board orders collective agreement is not to apply to successor. (D.B.) p. 423; LRB File Nos. 199-84, 201-84, 202-84 & 204-84.
Cana Construction Co.Ltd., U.B.C.J.A., Locals 1805 and 1990, Pan-Western Construction Ltd., Buchner Construction Inc., 309588 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29.
- Collective agreement - "Otherwise order" - "Otherwise order" was declined as Board assumes collective bargaining would lead to mutually acceptable revisions. (D.B.) p. 1542LRB File No. 131-88.
Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 51.
- Collective agreement - "Otherwise order" - Public sector agreement is not applied to private sector transferee. (D.B.) p. 1123; LRB File No. 396-86.
Headway Ski Corporation, S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.

SUCCESSORSHIP — continued

- Collective agreement - "Otherwise order!" - Public to private sector - Collective bargaining agreement was ordered not to apply as it was unworkable for private sector - All transferor's employees stayed with government following transfer. (D.B.) p. 1141; LRB File No. 180-86.
Golf Kenosee Inc., S.G.E.U., [1987] Sept. Sask. Labour Rep. 34.
- Collective agreement - "Otherwise order!" - Section 37 of *The Trade Union Act* applies to transfer of golf course from Provincial Government to private sector - Golf course employees of new owner easily separated by season and located from its other non-union employees - Board amended certification order by re-defining bargaining limit to preserve union's bargaining rights for golf course employees but avoided sweeping in purchaser's previously unrepresented employees - Board ordered collective bargaining agreement does not to apply to successor as public service agreement was inappropriate for small private employer. (D.B.) p. 1121; LRB File No. 179-86.
Mission Ridge Ski Development Inc., S.G.E.U., [1987] Aug. Sask. Labour Rep. 46.
- Collective agreement - "Otherwise order!" - There is no jurisdiction to amend collective bargaining agreement or order that only some terms apply - Collective bargaining agreement applies in entirety or not at all. (D.B.) p. 1123; LRB File No. 396-86.
Headway Ski Corporation, S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.
- Collective agreement - "Otherwise order!" - Where there is transfer from public to private sector, transferee is bound by certification order to bargain collectively with union but unit is re-defined and collective bargaining agreement is ordered not to apply. (D.B.) p. 1123; LRB File No. 396-86.
Headway Ski Corporation, S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.
- Collective agreement - "Otherwise order!" - Whether Board should refuse to extend collective agreement to successor because of economic hardship resulting to successor - Hardship is not for Board to consider. (D.B.) p. 810; LRB File No. 330-84.
Graham Construction Ltd. - U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.
- Collective agreement - Preservation of bargaining rights must override practical problems created by finding successorship. (N.S.) p. 498; LRB File Nos. 128-82 to 163-82.
Sollars et al., C.U.P.E., [1982] Dec. Sask. Labour Rep. 38.
- Employer - Certified employer transferred control (not ownership) over facility to Kinsmen Club - Board declines to rule on whether it is successor when Kinsmen has no employees - Board expresses doubt over whether service club with no employees could be employer within *The Trade Union Act*. (B.B.) p. 513; LRB File No. 269-92.
Town of Maple Creek, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 71.
- Employer - Reduction of employees in unit to one or none does not prevent Board from finding successorship. (N.S.) p. 498; LRB File Nos. 128-82 to 163-82.
Sollars et al., C.U.P.E., [1982] Dec. Sask. Labour Rep. 38.
- Federal jurisdiction - Section 37 of *4e Trade Union Act* does not apply to transfer of business from employer in provincial jurisdiction to employer under federal jurisdiction as Board has no jurisdiction over transferee. (J.H./D.B.) p. 1203; LRB File No. 029-87.
Bronco Rentals and Leasing Ltd., C.B.R.T., [1987] Nov. Sask. Labour Rep. 47.

SUCCESSORSHIP — continued

- Foreclosure - Whether investors who foreclosed on mortgage are successors to previous owners of hotel - Board decided that new owners are successors *Wlders. 37 of The Trade Union Act. (B.B.)* p. 1480; LRBFileNos. 125-94, 130-94 & 131-94.
Victoria Inn, Hotel Employees and Restaurant Employees, Local 767, (1994) 3rd Quarter Sask. LabourRep. 136.
- Intermingling - Seniority list - Board expresses view that seniority list should be merged and parties should engage in necessary discussions as required by current collective agreement. (B.B.) p. 8; LRB File Nos. 091-92, 099-92 & 155-92.
Wolf Willow Lodge, SasiGuchewan Health Care Association, S.E.I.U., Local 336, C.U.P.E., Local 2297 and Grant, [1992] 3rd. Quarter Sask. Labour Rep. 93.
- Intermingling - Two separate bargaining units represented by different unions merged when they were transferred to single new facility - Vote was directed to determine which tmion will represent employees- New bargaining tmit was fushioned. (B.B.) p. 8; LRB File Nos. 091-92, 099-92 & 155-92.
Wolf Willow Lodge, Saskatchewan Health Care Association, S.E.I.U., Loca1336, C.U.P.E., Local 2297 and Grant (1992) 3rd Quarter Sask. Labour Rep. 93.
- Imerringling- Two tmions representing same classifications at same facility is inappropriate. (N.S.) p. 226; LRB File No. 195-79.
Shelley Western, U.F.C.W. and S.J.BRW.D.S.U., [1980] Nov. Sask. Labour Rep. 38.
- Intenniogling - Vote - Board ordered vote even though merger of two bargaining units was not complete. (B.B.) p. 8; LRB File Nos. 091-92, 099-92 & 155-92.
WoljWillowLodge, SaskatchewanHealth Care Association, S.E.J.U, Local336, C.U.P.E., Local 2297 and Grant, [1992] 3rd Quarter Sask. Labour Rep. 93.
- Intenningling - Vote - Where there is transfer of two businesses to new employer and each business was certified but by different unions, vote is ordered to detennioe which union will be representative of all employees. (D.B.) p. 950; LRB File No. 212-86.
Fairhaven Long-Term Care Centre, S.E.I.U., Local 333, [1991] 2nd Quarter Sask. Labour Rep. 33.
- Intermingling - When tmionized employees merged or intermingled with non-tmion employees or employees represented by different union, Board may re-define unit or order vote • Board may terminate certification order or collective bargaining agreement if union represents only a small percentage of intermingled employees or new business is significantly different. (D.B.) p. 1123; LRB File No. 396-86.
Headway Ski Corporation: S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.
- Intermingling - Where two tmions were transferred to single new facility, Board will not grant first tmion to be transferred exclusive bargaining rights- Vote was ordered between two union. (B.B.) p. 8; LRB File Nos. 091-92, 099-92 & 155-92.
Wolf Willow Lodge, Saskatchewan Health Care Association, S.E.I.U., Local 336, C.U.P.E., Local 2297 and Grant, [1992] 3rd Quarter Sask. Labour Rep. 93.

SUCCESSORSHIP — continued

- "Otherwise disposed of" - Phrase means other than through sale, lease or transfer - Phrase is catch-all phrase - Dissolution of partnership constitutes disposition. (N.S.) p. 498; LRB File Nos. 128-82 to 163-82. *Sollars et al*, C.U.P.E., [1982] Dec. Sask. Labour Rep. 38.
- "Otherwise order" - Section 37 of *The Trade Union Act* should not apply where transfer of employer's employees are swept in, or where unit structure to exclude transferee's employees results in fragmentation of what should be one unit, or where essential character of new business is entirely different from work that was done by old. (D.B.) p. 122 ; LRB File No. 128-87. *Vic West Steel Inc.*, U.S.W.A., 1988] Jan. Sask. Labour Rep. 33.
- "Otherwise order" - Where successor is already unionized, Board will exercise "otherwise order" jurisdiction and not extend certification order and collective agreement to successor. (D.B.) p. 599; LRB File No. 001-85. *A-1 Steel & Iron Foundry Ltd*, U.S.W.A. and International Molders & Allied Workers Union Local 83, [1985] Oct. Sask. Labour Rep. 42.
- Practice and procedure - Union may file s. 37 of *The Trade Union Act* application before all circumstances on which successorship could be founded have ripened. (B.B.) p. 86; LRB File No. 096-92. *Westfair Foods Ltd*, S.J.B.R.I.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.
- Receivership - Interposition of receiver between predecessor and successor makes no difference - Board found disposition of business in predecessor to successor. (N.S.) p. 323; LRB File No. 344-80. *Regina Design Millwork Ltd.*, I.W.A., Local 184, (1981] May Sask. Labour Rep. 42.
- Receivership - Presence of receiver does not prevent transfer between predecessor and successor for purpose of s. 37 of *The Trade Union Act*. (D.B.) p. 564; LRB File No. 034-85. *Kroma Kolor Processing Lab* S.J.B.R.W.D.S.U., [1985] Aug. Sask. Labour Rep. 45.
- Sale of non-certified business to certified business - Successorship provisions and intermingling principles do not apply - Three possibilities - First, non-certified business may retain its separate identity and remain free of purchaser's certification order and collective bargaining agreement - If uncertified business is subsequently sold, it is sold as uncertified business - Second possibility is that uncertified business and its employees are integrated into certified business, but not within geographic scope or employee classifications covered by certification order - Third possibility is that uncertified business is integrated into certified business so that employees of uncertified business become employees of certified business in classifications covered by certification order - In this situation, s. 36 of *The Trade Union Act* requires new employees to join union - If former uncertified business is subsequently sold again, whether to certified or uncertified employer, s. 37 of *Act* applies as there has been transfer of part of certified business and intermingling principles apply. (R.H.) p. 549; LRB File No. 172-90. *Microdata Consulting Servi (MCS)*, E.C.W.U., Local 911, [1992] 1st Quarter Sask. Labour Rep. 35.
- Statutory purpose - Section 37 of *The Trade Union Act* is intended to insure corporate artificialities do not result in loss of bargaining rights, (D.B.) p. 848; LRB File No. 297-85. *Modern Roofing (1978) Ltd* S.M.I.A., Local 296, Herb and Steve Roofing Ltd and Custom Roofing Ltd., [1986] June Sask. Labour Rep. 64.

SUCCESSORSHIP — continued

- Transfer of business - Contracting out - Board draws distinction between subcontracting work and transferring business- Bargaining rights attach to business not work. (D.B.) p. 548; LRB File No. 100-83.
Saskatchewan Liquor Board, S.G.E.U. and Saskatchewan Brewers Association Ltd., [1985] July Sask. Labour Rep. 41.
- Transfer of business - Contracting out - Certified employer contracted out food services to ann's length food services contractor - Certified employer provided premises, equipment and many of its fanner employees - Contractor was well established in food services business and possessed all management expertise and some employees - Contractor could have provided everything **if** necessary - Board emphasized uniqueness of space and captive clientele with established habits - Contractor fotmd to be successor. {B.B.) p. 358LRB File No. 170-92.
Versa Services Ltd , C.U.P.E., Local 1975-01, [1993] 1st Quarter Sask. Labour Rep. 174.
- Transfer of business - Contracting out - Contracting out for labour may amount to transfer of business or only a transfer of work. (D.B.) p. 810; LRB File No. 330-84.
Graham Construction Ltd , U.B.C.J.A., Local 1867 and Banfflabour Services Ltd.. [1986] Jtme Sask. Labour Rep. 35.
- Transfer of business - Contracting out - Contracting out of work does not constitute transfer of business. (D.B.) p. 609;LRB File Nos. 079-85, 080-85, 083-85 to 086-85.
Crescent Heights JanUorialServices Ltd , S.J.B.R.W.D.S.U., [1985] Oct. Sask. Labour Rep. 50.
- Transfer of business - Contracting out - Contracting out work to contractor does not constitute transfer of business -Restriction on right to conrct out is matter for collective bargaining. (B.B.) p. 358; LRB File No. 170-92.
Versa Service.<; Ltd., C.U.P.E., Local 1975-01, [1993] 1st Quarter Sask. Labour Rep. 174.
- Transfer of business - Contracting out -Section 37 of *The Trade Union Act* can apply where contracting out amounts to transfer of business. (N.S.) p. 540; LRB File No. 190-80.
Retail, Wholesale Department Store Union, Local 544, Hnatiw, [1981] Feb. Sask. Labour Rep. 54.
- Transfer of business - Contracting out - Section 37 of *The Trade Union Act* does not apply to transfer of visitor reception centres from public sector to private operator - Use of premises, equipment, supplies and utilities owned by government by private enterprise does not constitute transfer of business - Transaction is simply contnwting out for services, transfer of work or change in method of doing work. (D.B.) p. 1845;LRB PileNos. 119-87 & 217-87.
Tourism Industry Association of Sask. Inc., S.G.E.U. and Government of Saskatchewan, [1989] Winter Sask. Labour Rep. 63.
- Transfer of business- Contracting out- Section 37 of *The Trade Union Act* does not guarantee union right to work - Bargaining rights attach to business.not work. (D.B.) p. 944; LRB File Nos. 193-86 to 196-86.
Chatterson Building Cleaning Ltd , S.G.E.U., [986] Dec. Sask. Labour Rep. 42.

SUCCESSORSHIP- continued

Transfer of business - Contracting out - Where work was contracted out Board found no sale of business had occurred - Contracting out of work that includes significant transfer of assets usually constitutes transfer of business. (D.B.) p. 620; LRB File No. 045-85.
Wayne's Transport (1984) Ltd., S.J.B.R.W.D.S.U., Local 454 and Mitchell, [1985] Oct. Sask. Labour Rep. 64.

Transfer of business - Definition of business - Bargaining rights are rooted in business not in location, employees or work. (D.B.) p. 599; LRB File No. 001-85.
A-1 Steel & Iron Foundry Ltd., U.S.W.A. and International Molders & Allied Workers Union, Local 83, [1985] Oct. Sask. Labour Rep. 42.

Transfer of business - Definition of business - Board distinguishes between acquiring predecessors employees and their work transfer of business - Section 37 of *The Trade Union Act* is inapplicable to former. (D.B.) p. 531; LRB File No. 041-85.
Fairford Industries Ltd., U.S.W.A., Local 8294 and Moose Jaw Steel Fab Services Ltd., [1985] July Sask. Labour Rep. 31.

Transfer of business- Definition of business- Board draws distinction between acquiring assets and business which must be a functional economic vehicle - Board distinguishes between successor and setting up completely new, although similar business. (D.B.) p. 559; LRB File Nos. 029-85 & 030-85.
Parkland Drywall Ltd., Carpenters Provincial Council of Saskatchewan, [1985] July Sask. Labour Rep. 39.

Transfer of business- Definition of business- Board draws distinction between business, assets and the work - Business is functional economic vehicle - Must be continuity in enterprise and in nature of work. (D.B.) p. 564; LRB File No. 014-85.
Kroma Kolor Processing Lab. S.J.B.R.W.D.S.U., [1985] Aug. Sask. Labour Rep. 45.

Transfer of business - Definition of business - Board draws distinction between starting up new and similar business in same location- Except for location, there was no nexus between old and new business. (R.H.) p. 331; LRB File No. 157-90.
Mamma Leone's Restaurant - Inc., H.E.R.E., Local 767, [1991] 1st Quarter Sask. Labour Rep. 72.

Transfer of business - Definition of business - Board draws distinction between successor and new similar business that resembles old. (D.J.) p. 548; LRB File No. 100-83.
Saskatchewan Liquor Board, S.O.E.U. and Saskatchewan Brewers Association Ltd., [1985] July Sask. Labour Rep. 41.

Transfer of business- Definition of business- Board draws distinction between transfer of work and transfer of business- Continuity of work by successor is not necessarily sufficient- Section 37 of *The Trade Union Act* does not attach to work but rather it attaches to business. (N.S.) p. 384; LRB File No. 375-80.
St. Louisa Alcoholism Rehabilitation Centre, S.G.E.A., [1981] Oct. Sask. Labour Rep. 35.

SUCCESSORSHIP — continued

- Transfer of business - Definition of business - Business consists of a number of components including management, financing, equipment and labour - Any one component does not constitute business - Changing source of any one component is not equivalent to transferring part of business. (D.B.) p. 810; LRB File No. 330-84.
Graham Const/Juction Ltd., U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.
- Transfer of business - Definition of business - Business is economic organization used to attract customers and perform work - Board draws distinction between business and collection of assets or work. (D.B.) p. 599; LRB File No. 001-85.
A-1 Steel & Iron Foundry Ltd., U.S.W.A. and International Molders & Allied Workers Union, Local 83. [1985] Oct. Sask. Labour Rep. 42.
- Transfer of business - Definition of business - Business is functional economic vehicle - Board draws distinctions between transfer of business and transfer of assets and between continuation of business and new similar business. (N.S.) p. 323; LRB File No. 344-80.
Regina Design Mdlwork Ltd., I.W.A., Local 1-184, [1981] May Sask. Labour Rep. 42.
- Transfer of business - Definition of business - Business is going concern with dynamic quality and is functional economic vehicle. (D.B.) p. 548; LRB File No. 100-83.
Saskatchewan Liquor Board, S.G.E.U. and Saskatchewan Brewers Association Ltd., [1985] July Sask. Labour Rep. 41.
- Transfer of business - Definition of business - Business is not synonymous with work, customers or employees - Collection of assets is not necessarily a business - Must be transfer of essential elements of business as block or going concern - Business is economic organization used to attract customers and perform work. (R.H.) p. 338; LRB File No. 015-90.
Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 49.
- Transfer of business - Definition of business - Creation of province-wide technical institute by statute constituted disposition of part of business. (D.B.) p. 1542; LRB File No. 131-88.
Saskatchewan Institute of Applied Science and Technology, S.G.E.U., (1989) Summer Sask. Labour Rep. 51.
- Transfer of business - Definition of business - Enterprise can be business even though it is losing money. (D.B.) p. 1123; LRB File No. 396-86.
Headway Ski Corporation, S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.
- Transfer of business - Definition of business - In small operations any equation of business with skill and reputation of principals diminishes as number of employees and size of plant, equipment, inventory, management and other assets increases. (J.H/D.B.) p. 1222; LRB File No. 134-87.
Western Automatic Sprinklers (1983) Ltd., U.A., (1988) Jan. Sask. Labour Rep. 42.
- Transfer of business - Definition of business - Loss of work to competitor does not give rise to s. 37 of *The Trade Union Act* rights- Must be nexus between predecessor and successor. (D.B.) p. 564; LRB File No. 034-85.
Kroma Kolot Processing Lab, S.J.B.W.D.S.U., [1985] Aug. Sask. Labour Rep. 45.

SUCCESSORSHIP — continued

Transfer of business - Definition of business - Merger - Merger of two businesses and transfer of customers from one to other without transfer of other assets does not constitute transfer of business. (D.B.) p. 1227; LRB File No. 128-87.

Vic West Steel Inc., U.S.W.A., [1988] Jan. Sask. Labour Rep. 33.

Transfer of business - Definition of business - Public to private sector - Transfer of essential components of golf course including land, buildings and equipment amounted to transfer of business - Bargaining unit re-defined to preserve union's rights and avoid intermingling with transferee's non-union employees. (D.B.) p. 1141; LRB File No. 180-86.

Golf Kenosee Inc., S.G.E.U., [1987] Sept. Sask. Labour Rep. 34.

Transfer of business - Definition of business - Section 37 of *The Trade Union Act* raises two questions - First, was there sale, lease, transfer or other disposition? - Second, was what was disposed of a business? (D.B.) p. 620; LRB File No. 045-85.

Wayne's Transport (1984) Ltd., S.J.B.R.W.D.S.U., Local 454 and Mitchell, [1985] Oct. Sask. Labour Rep. 64.

Transfer of business - Definition of business - Successor received all physical assets and office, supervisory and management personnel; although, it did not receive goodwill, accounts receivable or work in progress. (O.B.) p. 848; LRB File No. 297-85.

Modern Roofing (1978) Ltd., S.M.I.A., Local 296, Herb and Steve Roofing Ltd. and Custom Roofing Ltd., [1986] June Sask. Labour Rep. 64.

Transfer of business - Definition of disposition - Board has to determine if there was disposition and, if so, was "business" disposed? (N.S.) p. 147; LRB File No. 199-78.

ShelJer Industries Inc., J.W. and C & M Management Services, [1979] Feb. Sask. Labour Rep. 38.

Transfer of business - Definition of disposition - Loss of bus contract by certified contractor to uncertified competitor - Competitor hired many former employees of certified contractor, used same buses and equipment that were owned by principal and re-leased to successful competitor - Board found no disposition of business from certified contractor to competitor. (B.B.) p. 170; LRB File No. 223-92.

Access Transit Ltd., Saskatchewan Abilities Council Regina Transportation Employees' Union, Wilson and Fefchuk, [1992] 4th Quarter Sask. Labour Rep. 127.

Transfer of business - Definition of disposition - Loss of business to competitor - Certified contractor lost contract to uncertified contractor - Was no nexus between contractors and nothing was transferred from certified contractor to uncertified contractor. (R.H.) p. 338; LRB File No. 075-90.

Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 49.

Transfer of business - Definition of disposition - Loss of business to competitor - Uncertified owner changed contracts from certified to uncertified contractor - Union alleged that uncertified contractor is successor - Board finds no nexus between contractors as nothing was transferred from certified contractor to uncertified competitor. (R.H.) p. 331; LRB File No. 157-90.

Mamma Leone's Restaurants Inc., H.E.R.E., Local 767, [1991] 1st Quarter Sask. Labour Rep. 72.

SUCCESSORSHIP — continued

- Transfer of business- Definition of disposition- Loss of camp catering contract by certified employer- Some minor *assets* were transferred to successful competitor - Board held successful competitor was not successor. (J.H./D.B.) p. 1615; LRB File No. 002-89.
Beaver Foods Limited, H.E.R.E., Local 767, (1989) Fall Sask. Labour Rep. 24.
- Transfer of business -Definition of disposition - Loss of contract for cafeteria to competitor - No transfer or disposition of business occurred where predecessor operated cafeteria under contract from city which contract was awarded to competitor - Competitor operated same service out of same premises and hired *all* predecessor's staff - Competitor was not successor as there was no transfer or disposition from certified employer to competitor - Competitor possessed own business expertise and know how- Goodwill was captive to location and was not transferred- Business is not synonymous with employees or their work. (D.B.) p. 1316; LRB File No. 029-88.
Marriott Canadian Management Services Ltd., S.J.B.R.W.D.S.U., [1988] Fall Sask. Labour Rep. 69.
- Transfer of business - Definition of disposition - Loss of contract to competitor - Competitor was not successor to certified contractor as there was no nexus or transfer of anything from certified contractor to other contractor. (B.B.) p. 358; LRB File No. 170-92.
Versa Services Ltd., C.U.P.E., Local975-01, [1993] 1st Quarter Sask. Labour Rep. 174.
- Transfer of business - Definition of disposition - Partnership or joint venture formed between certified company and uncertified company may constitute disposition of business within s. 37 of *The Trade Union Act*. (D.B.) p. 253; LRB File Nos. 002-84 & 004-84.
Inter-City Mechanical, S.M.W.I.A., Local296 and Century Mechanical (1975) Ltd., [1984] May Sask. Labour Rep. 37.
- Transfer of business- Definition of disposition- Section 37 of *The Trade Union Act* contemplates any form of disposition whatsoever - Intent to circumvent certification order and collective agreement is not sufficient to activate s. 37 of *The Trade Union Act* - There must be disposition of business - Avoiding onerous terms of collective agreement is no answer to s. 37 of *The Trade Union Act* application. (D.B.) p. 253; LRB File No. 002-84 & 004-84.
Inter-City Mechanical, S.M.W.L.A., Local296 and Century Mechanical (1975) Ltd., [1984] May Sask. Labour Rep. 37.
- Transfer of business - Definition of disposition - Similar businesses may acquire each other - Acquisition of business is not diminished because purchaser already had what it takes to operate business it acquired - Focus must be on what was transferred not on purchaser. (R.H.) p. 338; LRB File No. 075-90.
Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1991] 1st Quarrer Sask. Labour Rep. 49.
- Transfer of business - Effect on predecessor - Application for rescission by employees of successor should be made under s. 5(k) and s. 37 or s. 37 of *The Trade Union Act* alone - Original order and employer are not affected by rescission. (D.B.) p. 314; LRB File No. 105-84.
Inter-City Mechanical Ltd, Hudon and S.M.W.L.A., Local 296, [1984] Aug. Sask. Labour Rep. 32.

SUCCESSORSHIP- continued

Transfer of business -Effect on **pred or**- Application for rescission by employees of successor- Should apply under s. 5(k) and s. 37 of *The Trade Union Act* alone - Original order and employer not affected by rescission. (D.B.) p. 333; LRB File No. 209-84.

Wood Cogger (Sktn.) Ltd, Carpenters Provincial Council of Saskatchewan. Hartnett, [1984] Aug. Sask Labour Rep. 47.

Transfer of business- Effect on **pred r**- Finding of successorship does not affect obligations of original employer - Application for express declaration that successor is bound by certification order is denied when application was made under s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 206; LRB File Nos. 326-83, 328-83, 416- 3 & 419-83.

Hickson & Morgan Electric ('1980) Ltd, I.B.E.W., Local 529 and A.I.M. Electric Ltd., [1984] Apr. Sask. Labour Rep. 31.

Transfer of business - Effect on predecessor - Is no obligation on certified employer to ensure transferee assumes obligation to recognize union. (B.B.) p. 513; LRB File No. 269-92.

Town of Maple Creek, C.U.P., [1993] 2nd Quarter Sask. Labour Rep. 71.

Transfer of business -General **principle**- Section 37 of *The Trade Union Act* application is not substitute for certification process - Full and liberal meaning must be given to concept of successorship - Business is functional economic vehicle - Transfer of work is distinguished from transfer of business - Contracting out or subcontracting work does not constitute transfer of business - Continuity of predecessor's business is not **significant** if successor has already been engaged in similar business or set up new business that resembles old- Common ownership or association facilitates inference of transfer. (D.B.) p. 423; LRB File Nos. 199-84, 201-84, 202-84 & 204-84.

Calla Construction Co. Ltd, B.C.J.A., Locals 1805 and 1990, Pan-Western Construction Ltd., Buchner Construction Inc., 3088 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29.

Transfer of business - Joint venture - Where unionized and non-unionized contractors joined as equal partners, s. 37 of *The Trade Union Act* was inapplicable as there was no transfer of assets - Business was new similar business as neither individual contractor could have acquired project - Applying certification order and collective agreement to non-unionized contractor would be unwarranted extension of union's bargaining rights. (D.B.) p. 536; LRB File No. 052-85.

Sun Electric (1975) Ltd. I.B.E.W., Local 529 and Sun/Baker Joint Venture, [1985] July Sask. Labour Rep. 34.

Transfer of business -Lease of assets- Mere lease of assets is not sufficient to make s. 37 of *The Trade Union Act* apply - Business consists of more than its component parts - Board approves principles enunciated in *Metropolitan Parking*. (N.S.) p. 540; LRB File No. 190-80.

Retail, Wholesale Department Store Union, Local 544, Hnatiw, (1981) Feb. Sask. Labour Rep. 54.

Transfer of business - Management is important asset and its transfer weighs in favour of finding that a business transferred but its absence from transferred assets is not conclusive where there are other significant assets. (R.H.) p. 33; LRB File No. 157-90.

Mamma Leone's Restaurant Inc., H.E.R.E., Local 767, [1991] 1st Quarter Sask. Labour Rep. 72.

SUCCESSORSHIP-continued

- Transfer of business - Management - Transfer of management expertise is not essential where there are other significant assets. (R.H.) p. 338; LRB File No. 075-90.
Regina Exhibition Association Ltd, S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 49.
- Transfer of business - Part of business - Dissolution of medical partnership - Thirty fanner partners and four associates carried on practice as before but as individuals - Assets and equipment of partnership were sold to individual doctors - Employees continued to work for same doctors - Board held business had not terminated but had instead been transferred - Individual doctors acquired part of business of partnership- Certification order applies to 30 partners but not to four associates. (N.S.) p. 498; LRB file Nos. 128-82 to 163-82.
Sollarse JaL, C.U.P.E., [1982] Dec. Sask. Labour Rep. 38 (dissentat43).
- Transfer of business -Part of business-Same considerations apply as when business is transferred- Must be viable, functional economic entity. (R.H.) p. 338; LRB File No. 075-90.
Regina Exhibition Association Ltd, S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 49.
- Transfer of business - Section 37 of *The Trade Union Act* might apply to transfer between one facility or location to another belonging to same employer. (B.B.) p. 260; LRB File Nos. 096-92, 232-92 & 233-92.
Westfair Foods Ltd, S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.
- Transfer of business - Test - No single factor is determinative - Putative successor must draw from transaction some viable, independent business - It must draw *its life* from predecessor employer. (B.B.) p. 358; LRB File No. 170-92.
Versa Services Ltd, C.U.P.E., Local1975-01, [1993] 1st Quarter Sask. Labour Rep. 174.
- Transfer of business -Test -Where union was certified at particular location for particular type of work, anyone who subsequently opens similar business on premises is not necessarily successor employer - Test is whether business of certified employer was transferred to alleged successor - Bargaining rights are rooted in business not location. (J.H.IR.H.) p. 14; LRB File No. 149-89.
JKT Holdings Ltd, H.E.RE., Local767, [1990] Spring Sask. Labour Rep. 66.
- Transfer of business- Transfer of part of business to another facility certified with separate union- Board is reluctant to create second bargaining unit for employees doing ind.istinguishable work at same facility. (B.B.) p. 260; LRB File Nos. 096-92, 232-92 & 233-92.
Westfair Foods Ltd, S.J.B.R.W.D.S.U. and U.F.C.W., Local 1400, [1992] 4th Quarter Sask. Labour Rep. 100.
- Transfer of business -Transfer of school superintendents from Department of Education to local school board does not constitute transfer of business as work was fundamentally changed (N.S.) p. 274; LRB File No. 081-80.
Swift Current Rural School Division No. 75. S.G.E.A. and Government of Saskatchewan, [1980] Aug. Sask. Labour Rep. 51.

SUCCESSORSHIP — continued

Transfer of employees - Transferee has no legal obligation to continue employment of employees of certified employer. (B.B.) p. 513; LRB File No. 269-92.
Town of Maple Creek, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 71.

TECHNOLOGICAL CHANGE

Collective bargaining - Board rejects union's argument that employer must set aside other issues and bargain exclusively about technological change, if union serves notice to bargain under s. 43 of *The Trade Union Act* while parties are in bargaining for new collective agreement. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.

Collective bargaining - Employer was relieved from obligation to bargain over closure where collective agreement contains provisions specifically governing closure - Board will respect collective agreement that addresses consequences of technological change. (RH.) p. 381; LRB File No. 078-91.
Macdonald, Consolidated Ltd., S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45.

Collective bargaining - Section 43(8) of *the Trade Union Act* does not require employer to agree to anything in particular - Outcome will depend on bargaining - Is no onus on employer to offer improvements to existing measures. (B.B.) p. 104; LRB File No. 157-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.

Collective bargaining - Must be clear causal nexus between technological change and consequences union wishes to bargain - Technological change provisions are not to be used to reopen bargaining on matters tenuously related to change - Board distinguished between consequences that flowed from technological change and those that flowed from separate management decisions. (B.B.) p. 700; LRB File No. 101-93.
Westfair Foods Ltd., U.F.C.W. Local 400, [1993] 3rd Quarter Sask. Labour Rep. 66.

Definition - Closure - Board draws distinction between removal of business or part of business and closure - Closure of business is not within s. 42(1)(c) of *The Trade Union Act*. (N.S.) p. 84; LRB File No. 662-77.
Sunshine Uniform Supply Staff Vices, S.J.B.R.W.D.S.U., Local 568, [1978] May Sask Labour Rep. 51.

Definition - Closure - Board draws distinction between removal of part of work and closure of business. (D.B.) p. 277; LRB File No. 45-83.
Imperial Optical Canada, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2162, [1984] July Sask. Labour Rep. 51.

TECHNOLOGICAL CHANGE — continued

Definition - Closure - Board draws distinction between removal of part of work and closure of business. (D.B.) p. 282; LRB File No. 459-83.

Intercontinental PacAers Ltd, U.F.C.W., Local 373-P, [1984] July Sask. Labour Rep. 47.

Definition - Closure - Closure and removal of work are distinguished - Closure is not technological change within s. 43(1)(c) of *The Trade Union Act*- To be technological change, employer must entirely cease operation - Where business remains in existence and is simply taken to another location, it will be removal of work within s. 43(1)(c). (R.H.) p. 434; LRB File No. 136-91.

Westfair Foods Ltd, U.F.C.W., Local 1400, [1991] 3rd Quarter Sask. Labour Rep. 45.

Definition- Closure- Closure of part or all of business is not removal within s. 43(1)(c) of *The Trade Union Act*. (O.B.) p. 1504; LRB File No. 159-88.

Potash Corporation of Saskatchewan Mining Ltd, Cory Div., U.S.W.A., Local 7458. (1989) Summer Sask. Labour Rep. 26.

Definition - Closure - Closure is not a technological change - Removal of work to another facility outside bargaining unit is not a closure but a removal within s. 43(1)(c) of *The Trade Union Act*. (B.B.) p. 715; LRB File No. 156-93.

Westfair Foods Ltd .S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.

Definition - Change of location of entire business is not technological change - Change is not a removal of business within s. 43(1)(c) of *The Trade Union Act* - Did not involve introduction of different equipment or material. (D.B.) p. 1111; LRB File No. 095-87.

Western Clay Products, a Division of XL Industries Ltd, (Unreported).

Definition - Change in product - No technological change occurs where methods, tools, equipment and procedures for harvesting aspen are substantially the same as those for harvesting coniferous softwood. (D.B.) p. 868; LRB File Nos. 412-85 & 413-85.

Woodlands Enterprises Ltd, I.W.A., Local 184, (1986) July Sask. Labour Rep. 35.

Definition - Computer software - Computer software is equipment or material within s. 43(1)(a) of *The Trade Union Act* - Introduction of computer software can be technological change. (B.B.) p. 700; LRB File No. 101-93.

Westfair Foods Ltd, U.F.C.W., Local 1400, [1993] 3rd Quarter Sask. Labour Rep. 66

Definition - Contracting out - Contracting out trucking function constitutes technological change - Is removal of work within meaning of s. 43(1)(c) of *The Trade Union Act*. (R.H.) p. 381; LRB File No. 078-91.

Macdonalds Consolidated Ltd . S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45.

Definition - Cumulative change- Technological change may occur over lengthy period. (B.B.) p. 700; LRB File No. 101-93.

Westfair Foods Ltd, U.F.C.W., Local 1400, [1993] 3rd Quarter Sask. Labour Rep. 66.

TECHNOLOGICAL CHANGE — continued

- Definition - Economic necessity - **Moti-** Is not necessary for employer to justify technological change - Motive is not element under s. 3 of *The Trade Union Act* but may be relevant if unfair labour practice is alleged. (RR) p. 43 ; LRB File No. 136-91.
Westfair Foods Ltd , V.F.C.W , Local 1400, [1991] 3rd Quarter Sask. Labour Rep. 45
- Definition - Equipment and material - Sections 43(1)(a) and 43(1)(b) of *The Trade Union Act* must be interpreted liberally. (B.B.) p. 700; LRB File No. 101-93.
Westfair Foods Ltd. U.F.C.W. Local 1400, [1993] 3rd Quarter Sask. Labour Rep. 66.
- Definition - Lay offs - Lay offs or reduction in work cannot be equated with removal of work from bargaining unit- Section 43(1)) of *The Trade Union Act* is inapplicable. (RH.) p. 565; LRB File No. 012-92.
McGavins Foods Ltd .S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 85.
- Definition - Partial discontinuance of production - Lay offs and increased production from remaining employees does not constitute technological change within ss. 43(1)(a) or (b) of *The Trade Union Act*- Was no change in equipment or manner of carrying on business. (D.B.) p. 1504; LRB File No. 159-88.
Potash Corporation of Saskatchewan Mining Ltd., Cory Div., U.S.W.A., Local 7458, [1989] Summer Sask. Labour Rep. 26.
- Definition - Re-assignment of work Within bargaining unit - Transfer of warehouse function to another location within bargaining unit does not constitute removal of work within s. 43(1)(c) of *The Trade Union Act*. (RH.) p. 381 LRB File No. 078-91.
Macdonalds Consolidated Lf/, S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45.
- Definition - Reorganization or restructuring that occurs within bargaining unit does not constitute removal of work within s. 43(1)(c) of *The Trade Union Act*- Section 43(1)(c) applies to removal of business from bargaining unit. (R.H) p. 665; LRB File No. 012-92.
McGavins Foods Ltd., S.J.B. .W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 85.
- Definition - Removal of part of work -Transfer of portion of production from one plant to another plant is not technological change. (D.B.) p. 1504; LRB File No. 159-88.
Potash Corporation of Saskatchewan Mining Ltd, Cory Div., U.S.W.A., Local 7458, [1989] Summer Sask. Labour Rep. 26.
- Definition- Removal of all of work- Reference ins. 43(1)(c) of *The Trade Union Act* to removal of part of work includes removal of all work. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd , S.J.B.R.)V.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Definition -Removal of all of work - Section 43(1)(c) of *The Trade Union Act* is not limited to cases of removal of part of work - It applies to removal of all work. (RH.) p. 434; LRB File No. 136-91.
Westfair Foods Ltd , U.F.C. ., Local 1400, [1991] 3rd Quarter Sask. Labour Rep. 45.

TECHNOLOGICAL CHANGE — continued

- Delay - Union is not disentitled from applying under s. 43 of *The Trade Union Act* because it took time to recognize process which unfolded slowly. (B.B.) p. 700; LRB File No. 101-93.
Westfair Foods Ltd, U.F.C.W., Local 1400, [1993] 3rd Quarter Sask. Labour Rep. 66.
- Interim order - Section 43(6) of *The Trade Union Act* - Board's jurisdiction depends on two initial determinations - That there is proposed technological change and that it affects significant number - Where affected employees constitute 3.2% of unit, significant number is not affected - Application is dismissed. (D.B.) p. 1147; LRB File No. 146-87.
Government of Saskatchewan, S.G.E.U., [1987] Sept. Sask. Labour Rep. 41.
- Interim order - Section 43(6) of *The Trade Union Act* - Onus of proof - Mere allegation is insufficient - Applicant must show fair and reasonable question as to whether technological change has occurred and that it affects significant number of employees - Applicant must also show balance of convenience favours granting interim order. (R.H.) p. 376; LRB File No. 078-91.
Macdonalds Consolidated Ltd, S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45.
- Notice - Notice given by employer does not satisfy s. 43 of *The Trade Union Act* - Full 90 day notice was ordered. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd, S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Notice - Purpose of s. 43 of *The Trade Union Act* is to give union opportunity to negotiate with employer prior to change. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd, S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Notice - Relief from notice to bargain is granted where collective agreement contains provisions that already accomplish what s. 43(8) of *The Trade Union Act* is designed to achieve. (R.H.) p. 434; LRB File No. 136-91.
Westfair Foods Ltd, U.F.C.W., Local 1400, [1991] 3rd Quarter Sask. Labour Rep. 45.
- Notice - Section 43 of *The Trade Union Act* is applicable even when collective agreement expired and parties are in bargaining - Application is not limited to technological changes that occur while agreement is in force - Employer must still give notice. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd, S.J.B.R.W.D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Notice - Section 43(5)(a) of *The Trade Union Act* - Where employer's notice substantially sets forth information required by s. 43(3) of *The Trade Union Act*, the 90 days run from date of notice. (R.H.) p. 381; LRB File No. 078-91.
Macdonalds Consolidated Ltd, S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45.
- Notice period - Employer cannot force employees to take holidays during 90 day notice period. (R.H.) p. 503; LRB File No. 151-91.
Westfair Foods Ltd, U.F.C.W., Local 1400, (1992) 1st Quarter Sask. Labour Rep. 60

TECHNOLOGICAL CHANGE — continued

- Reinstatement and monetary loss - Board's authority under s. 43(5)(b) and (c) of *The Trade Union Act* is confined to employees who are displaced by the technological change. (D.B.) p. 868; LRB File Nos. 412-85 & 413-85.
Woodlands Enterprises Ltd, I.W.A., Local 1-184, [1986] July Sask. Labour Rep. 35.
- Reinstatement and monetary loss - Reinstatement remedy is not appropriate when employees are legally locked out. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd, S.J.B.R. v. D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Significant number - Board compares number of employees affected to total number of employees in unit covered by collective bargaining agreement. (R.H.) p. 434; LRB File No. 136-91.
Westfair Foods Ltd, U.F.C.W. Local 1400, [1991] 3rd Quarter Sask. Labour Rep. 45.
- Significant number - Board requires evidence of both total number of employees in work, undertaking or business and number affected so calculation of significant number can be made. (D.B.) p. 277; LRB File No. 465-83.
Imperial Optical Canada, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2182, [1984] July Sask. Labour Rep. 51.
- Significant number - Board requires evidence of both total number of employees in work, undertaking or business and number affected so calculation of significant number can be made. (D.B.) p. 282; LRB File No. 459-83.
Intercontinental Packers Ltd., U.F.C.W., Local 373-P, [1984] July Sask. Labour Rep. 47.
- Significant number - Separate initiative may be considered together to calculate significant number. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd, S.J.B.R. v. D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Significant number - Several technological changes occurred simultaneously - Should technological changes be viewed individually or together for purpose of calculating significant number - If changes are part of some overall reorganization plan, they must be treated as one for the purpose of calculating significant number, even though they are separated in time and functionally unrelated. (R.H.) p. 381; LRB File No. 078-91.
Macdonalds Consolidated Ltd., S.J.B.R. v. D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 45.
- Significant number - Significant number refers to proportion of employees of bargaining unit, not to any larger group. (B.B.) p. 715; LRB File No. 156-93.
Westfair Foods Ltd, S.J.B.R. v. D.S.U., [1993] 3rd Quarter Sask. Labour Rep. 79.
- Significant number - Union must only show technological change is likely to affect employees - Union need not show it resulted in actual change. (B.B.) p. 700; LRB File No. 101-93.
Westfair Foods Ltd, U.F.C.W. Local 1400, [1993] 3rd Quarter Sask. Labour Rep. 66.

TECHNOLOGICAL CHANGE — continued

Tenns, conditions or tenure of employment- Phrase is not limited to loss of employment or wages but covers issues which can be the subject of collective bargaining. (B.B.) p. 700; LRB File No. IO1-93.
Westfair Foods Ltd. U.F.C.W.. Locall400, f1993J3rd Quarter Sask. Labour Rep. 66.

UNFAIR LABOUR PRACTICE

Anti-union animus - Board is not to determine whether employee was dismissed for just cause, but whether anti-union feeling was present in mind of employer. (J.H./B.B.) p. 645; LRB File Nos. 107-92, 108-92 & 109-92.
WaterGroup Canada Ltd., S.J.RRW.D.S.U., Aquafine Water Inc., Fettes and Mushka.. [1993] 2nd Quarter Sask. Labour Rep. 199.

Anti-union animus - Board's function in assessing employer's reasons for termination is not same as arbitrator's under collective agreement - Board's task is to determine if decision to terminate was tainted by anti-union sentiment - Inevitably involves evaluation of whether employer's reasons are plausible and coherent because if not, may support finding of anti-union animus. (B.B.) p. 1002; LRB File Nos. 256-93 to 260-93.
Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 216; (B.B.) p. 1002; Reported again [1994] 1st Quarter Sask. Labour Rep. 106.

Anti-union animus - Closure of business - Right of employer to permanently close business for anti-union reasons is considered. (J.H./D.B.) p. 642; LRB File Nos. 180-85 to 196-85.
Fort Garry Industries Ltd., U.S.W.A., [1986] Jan. Sask. Labour Rep. 35.

Anti-union animus - Improper motive need not be dominant motive - Sufficient for finding of unfair labour practice if improper motive was consideration. (R.H.) p. 58LRB File Nos. 021-90 to 023-90.
Jubilee Lodge Inc., S.U.N., (1990) Summer Sask. Labour Rep. 70.

Anti-union animus - Employees were not laid-off according to seniority - Employer was under no legal obligation to lay-off by seniority- Board does not infer anti-union motive. (N.S.) p. 463; LRB File Nos. 199-82, 201-82 & 239-82.
Apollo Machine Products Ltd., U.S.W.A., [1982] Aug. Sask, Labour Rep. 57.

Anti-union animus - Employer is not required to establish just cause, but must establish termination was not tainted by anti-union animus. (B.B.) p. 969; LRB File Nos. 227-93, 228-93 & 229-93.
LifeLine Ambulance Services Ltd., S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 171.

Anti-union animus - If employer dismisses employee out of anti-union animus, even if is only one of reasons, then unfair labour practice is established. (B.B.) p. 70; LRB File Nos. 161-92, 162-92 & 163-92.
Eisbrenner Pontiac Ltd., U.S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 135.

UNFAIR LABOUR PRACTICE — continued

- Anti-union animus - Presumption that arises in such situations is rebuttable not conclusive - Does not mean that employer thereafter is unable to lay-off employees in normal course of business for economic reasons. (R.H.) p. 1 LRB File Nos. 166-89, 193-89 to 195-89, 214-89 to 216-89.
Metal Fabricating Services Ltd., I.A.B.S.O.I.W.U., Local 838, [1990] Spring Sask Labour Rep. 70.
- Anti-union animus - Unfair labour practice is committed if employer's conduct is even partially motivated by improper intent. (J.H./D.B.) p. 609; LRB File Nos. 079-85, 080-85, 083-85 to 086-85.
Crescent Heights Janitorial Service Ltd., S.J.B.R.W.D.S.U., [1986] Mar. Sask. Labour Rep. 39.
- Anti-union animus - When decision to terminate was made essentially on recommendation of others those who recommended termination should testify if presumption is to be rebutted - In such circumstances is not sufficient to prove only that person who terminated employee acted without anti-union animus - Should also prove those who recommended termination were not motivated by anti-union animus. (D.B.) p. 1453 LRB File No. 222-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 64.
- Anti-union contract - Status of employee to benefits while on leave for union business was raised by employer at bargaining table - Board found issue was legitimate matter to raise and did not violate s. 11(1)(f) of *The Trade Union Act*. (N.S.) p. 446; LRB File No. 564-81.
Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.
- Application pending - Alteration of hours and work schedules without legitimate reason while application is pending is contrary to s. 11(1)(j) of *The Trade Union Act*. (D.B.) p. 1881; LRB File Nos. 005-89, 022-89 & 024-89.
Ne-Ro Enterprises Ltd., U.F.J.W., Local 1400, [1989] Winter Sask. Labour Rep. 78.
- Application pending - Application is pending in meaning of s. 11(3) of *The Trade Union Act* from day application was heard by Board until day order is issued. (D.B.) p. 665; LRB File No. 149-85.
Northern Village of Buffalo Narrows, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.
- Application pending - Application re-pains pending after representation vote was ordered and until application is either dismissed or granted. (D.B.) p. 1529; LRB File No. 221-88.
Beautiful Plains Villa Ltd., S.E.I.U., Local 299 and Panasiuk, [1989] Summer Sask. Labour Rep. 42.
- Application pending - Board disposed of important issues but ignored some subsidiary issues under pressure from parties to expedite decision - Board reserved on remedies - Application is not pending as no issues of substance are outstanding - Reserving on remedial issues does not make application pending. (B.D.) p. 542; LRB File Nos. 007-93 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

UNFAIR LABOUR PRACTICE — continued

Application pending - Frivolous and capricious complaint regarding one dollar charge to plug in cars does not constitute unilateral change to terms and conditions of employment while application is pending - Board applied *de minimus non curat lex* and dismissed application. (D.B.) p. 1881LRB File Nos. 005-89, 022-89 & 024-89.
Ne-Ro Enterprises Ltd., U.F.C.W., Local 1400, [1989] Winter Sask. Labour Rep. 78.

Application pending - Lock-out notice was served prior to Board's entry into hearing room - Board need not have actually entered hearing room in order for application to be pending. (B.B.) p. 240; LRB File Nos. 220-92 & 221-92.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Application pending - Preliminary objection to Board's jurisdiction - Entire application is pending even though evidence and argument was confined to preliminary issue and principal issues were adjourned. (J.H.I.R.H.) p. 36; LRB File No. 150-89.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 48.

Application pending - Purpose of s. 11(1)(j) of *The Trade Union Act* is to prevent one party from attempting to subvert access of other party to Board by raising stakes while application is being brought - Purpose is to prevent party from being intimidated into withdrawing application. (B.B.) p. 282; LRB File No. 007-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Application pending - Sections 11(1)(j) and (m) of *The Trade Union Act* are not intended to paralyse employer's ability to carry on business as usual - Was no evidence alterations were motivated by anti-union animus. (D.B.) p. 1881; LRB File Nos. 005-89, 022-89 & 024-89.
Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, [1989] Winter Sask. Labour Rep. 78.

Application pending - Where Board made order and indicated that it retained jurisdiction over remedial issues application is not pending. (B.B.) p. 282; LRB File No. 007-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Application pending - When legality of lock-out is central issue on application, s. 11(1)(j) of *The Trade Union Act* does not apply. (B.B.) p. 282; LRB File No. 007-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Burden of proof - Discharge - Failure to testify - Board dismissed application of employees who failed to testify - Board found it impossible to assess qualifications, experience and credibility. (D.B.) p. 882; LRB File No. 034-86.
Base-Fort Security Group Ltd., U.S.W.A., Local 9138, [1986] Nov. Sask. Labour Rep. 39.

Burden of proof - Discharge - Reverse onus - Charter of Rights and Freedoms - Whether reverse onus on employer to show good cause for dismissal where employee has engaged in union activity offends Charter of Rights. (D.B.) p. 5; LRB File No. 458-82.
Boyd Chevrolet Ltd., U.A.W., Local 2183, [1983] Apr. Sask. Labour Rep. 64.

UNFAIR LABOUR PRACTICE continued

Burden of proof - Discharge - Reverse onus - General allegation of shortcoming is insufficient to displace onus - Should be specific evidence of shortcomings. (J.H./D.B.) p. 637; LRB File Nos. 118-85 to 122-85 & 131.85 to 133-85.

Triad Power Ltd., I.B.E.W., Local 529, [1985] Oct. Sask. Labour Rep. 37.

Burden of proof - Discharge - Reverse onus - Lay-off - Onus is not discharged by establishing employee was discharged for lack of work if employer had choice - Employer should explain why it chose to lay-off one employee instead of another. (J.H./R.H.) p. 419; LRB File Nos. 070-91 to 077-91.

Brandt Industries Ltd., U.S. A., [1991] 2nd Quarter Sask. Labour Rep. 70.

Burden of proof - Discharge - Reverse onus - Lay-off - Union supporter was laid off while junior and less qualified employee was retained - Reverse onus requires employer to satisfy Board that supporter was laid off as result of honest appraisal of abilities, qualifications and past performance relative to other employees. (J.H./D.B.) p. 653; LRB File Nos. 271-85 to 273-85.

Lafleche Union Hospital, S.U.N., [1985] Dec. Sask. Labour Rep. 57.

Burden of proof - Discharge - Reverse onus - Onus is on employer to show just cause - Deficiencies tolerated until employee exercises right to join union - Onus is not discharged when employee is terminated when could have been transferred or put on recall. (N.S.) p. 156; LRB File Nos. 234-78 & 236-78.

Kinistino Co-operative Association Limited, (unreported).

Burden of proof - Discharge - Reverse onus - Where employer failed to recall employee when opportunity arose, is incumbent on employer to explain failure in order to discharge burden. (D.B.) p. 78; LRB File No. 14,9-83.

Westward Inn Partnership, H.E.R.E., Local 767, [1983] Sept. Sask. Labour Rep. 55.

Burden of proof - Hiring - Reverse onus - s. 11(1)(e) of *The Trade Union Act* only applies in cases of discharge or suspension - no application where discrimination in hiring is alleged. (R.H.) p. 232; LRB File No. 237-89.

Beaver Foods Ltd., H.E.R.E., Local 767, Belfour, White Deer, Lockwood, Desroches, Frantz, Down, Mumey and John, [1990] Winter Sask. Labour Rep. 49.

Contracting out - *Bona fide* contracting out to cut costs and without anti-union animus is not unfair labour practice. (D.B.) p. 101; LRB File No. 125-86.

Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.

Contracting out - Contracting or sub-contracting out work for *bona fide* business reasons is not unfair labour practice - Contracting out motivated by anti-union animus such as desire to avoid certification would violate s. 11(1)(a) of *The Trade Union Act*. (D.B.) p. 423; LRB File Nos. 199-84, 201-84, 202-84 & 204-84.

Cana Construction Co. Ltd., U.B.C.J.A., Locals 1805 and 1990, Pan-Western Construction Ltd., Buchner Construction Jhc., 309588 Alberta Ltd., Mortensen and Meier, [1985] Feb. Sask. Labour Rep. 29.

UNFAIR LABOUR PRACTICE — continued

Contracting out - Contracting out for legitimate business reasons is not unfair labour practice. (J.H.fR.H.) p. 144; LRB File No. 256-88.

Federated Co-operatives Ltd, S.J.B.R.W.D.S.U., Locals 539 and 540 and Sherwood Co-operative Association Ltd., [1989] Fall Sask. Labour Rep. 60.

Contracting out - Contracting out may constitute unfair labour practice or may not if undertaken for legitimate business reasons - General assumption that is cheaper or more efficient to operate non-union is evidence of anti-union animus. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction Ltd., U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Contracting out - Disclosure - Is duty on employer to disclose to union during bargaining on own initiative those decisions already taken which may have major impact on unit. (R.H.) p. 359; LRB File No. 077-89.

Interprovincial Concrete Ltd, C.G.W.U., Local 890, [1991] 1st Quarter Sask. Labour Rep. 85.

Contracting out - Employer's right to contract out is limited by Act in at least four ways - Contracting out for purposes prohibited by ss. 11(1)(a) or (e) of *The Trade Union Act* is unfair labour practice - Distinction is drawn between purpose of contracting out and effect of contracting out - Certain contracting out arrangements attract closer scrutiny than others. (J.H.fR.H.) p. 276; LRB File No. 053-90.

Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Contracting out - Subject to restrictions in collective bargaining agreement, employer has right to contract out bargaining unit work - *Bona fide* contracting out for business reasons is not unfair labour practice. (D.B.) p. 1845; LRB File Nos. 119-87 & 217-87.

Government of Saskatchewan, Tourism Industry Association of Saskatchewan Inc. and S.G.E.U., [1989] Winter Sask. Labour Rep. 63.

Defences - Unlawful strike- Violation of *The Trade Union Act* by employee does not give employer licence to engage in unfair labour practice of its own. (D.B.) p. 1098; LRB File No. 034-87.

Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61.

Defences - Violation of *The Trade Union Act* by employee does not give employer licence to engage in unfair labour practice. (D.B.) p. 755; LRB File Nos. 431-85 & 432-85.

Regina Exhibition Association, H.E.R.E., Local 767, [1986] Apr. Sask. Labour Rep. 42.

Discrimination - Board draws distinction between employee who quits because of discrimination for union activity and employee who is discharged or suspended. (N.S.) p. 30; LRB File Nos. 395-77 & 396-77.

Gateways Hotel Ltd, Operating As *Pioneer Hotel*, (unreported).

UNFAIR LABOUR PRACTICE — continued

Discrimination - Discrimination in hiring - Asking applicants if they are union members is violation of s. 11(1)(e) of *The Trade Union Act*. (D.B.) p. 253; LRB File Nos. 002-84 & 004-84. *Inter-City Mechanical*. S.M.YJA., Local 296 and Century Mechanical (1975) Ltd., 11984) May Sask. Labour Rep. 37.

Discrimination - Discrimination in hiring - Discrimination in hiring can be discrimination in regard to tenure of employment if person has right to acquire employment - Right may exist under collective bargaining agreement or if none, then by implied or express agreement - Where collective bargaining agreement specifically deals with creation of tenure Board will not rewrite agreement to create tenure where agreement does not. (D.B.) p. 1143; LRB File Nos. 410-86 & 411-R6. *City of Saskatoon*. C.U.P.E., Local 59, [1987] Sept Sask. Labour Rep. 38.

Discrimination - Employer committed unfair labour practice by disciplining employees engaged in lawful study session. (C.P.); LRB File No. 122-76. *Saskatchewan Power Corporation*, I.B.E.W., Local Union No. 2067, [1976] Nov. Sask. Labour Rep. 31.

Discrimination - Employer who encouraged employees not to strike by offering legal assistance to those disciplined intended to discourage activity in or for union contrary to s. 11(1)(e) of *The Trade Union Act*. (D.B.) p. 1082; LRB File No. 013-87. *Saskatchewan Telecommunications*, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 67.

Discrimination - Lock-out - Employer may lock-out all or some of its employees - Locking out only those who strike is not unfair labour practice. (D.B.) p. 1366; LRB File Nos. 155-87 to 157-87. *Pioneer Co-operative Association Ltd*, S.J.B.R.W.D.S.U., [1988] Winter Sask. Labour Rep. 49.

Discrimination - Lock-out - Locking out only those employees who strike violated neither ss. 11(1)(a) or 11(1)(e) of *The Trade Union Act*. (J.H./D.B.) p. 1632; LRB File No. 232-88. *Weyburn Co-operative Association Ltd*, S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask. Labour Rep. 43.

Discrimination - Managerial right to assign work - Assignment of different duties within same job classification is not change of terms and conditions of employment (D.B.) p. 781; LRB File Nos. 400-85 & 046-86. *Canada Safeway Ltd*, S.J.B.R.W.D.S.U., Local 480 and Foulger, [1986] May Sask. Labour Rep. 66.

Discrimination - Reassigning duties and cancelling transfer can constitute unfair labour practice. (D.B.) p. 781; LRB File No. 400-85. *Canada Safeway Ltd*, S.J.B.R.W.D.S.U., Local 480 and Foulger, [1986] May Sask. Labour Rep. 66.

UNFAIR LABOUR PRACTICE — continued

- Discrimination - Reprimand for union activity - Reprimand was justified for carrying on union activity on company time - Action may constitute coercion within ss. II(I)(a) or (g) of *The Trade Union Act* when manner or degree is unreasonable. (N.S.) p. 476 LRB File No. 177-82.
Trail-Rite Flatdecks Ltd., I.B.E.W., Locals 529 and 2038, [1982] Oct. Sask. Labour Rep. 42.
- Discrimination - Reprimand for union activity - Whether reprimand of two employees and reduction of hours for one employee constituted discrimination on basis of union activity - Board decided employer was motivated in part by anti-union animus. (B.B.) p. 1021; LRB File Nos. 196-93, 197-93, 198-93 & 224-93.
Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333 and Laliberte, (1994) 1st Quarter Sask. Labour Rep. 125.
- Discrimination - Right of employees to benefits while on leave for union business was raised by employer at bargaining table - Has legitimate matter to raise - Employer did not violate s. 11(1)(e) of *The Trade Union Act*. (N.S.) p. 446; LRB File No. 564-81.
Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.
- Discrimination- Whether attempt at unilateral implementation is violation of s. 11(1)(e) of *The Trade Union Act* - Board deciding that unilateral implementation which violates s. 11(1)(m) of Act does not necessarily constitute discrimination under s. 11(1)(e). (B.B.) p. 1329; LRB File No. 039-94.
O.K. Economy Stores (A Division of Westfair Foods Limited), S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 131.
- Dismissal for union activity - Board concluded that employer who hired new untrained staff in place of old unionized staff for which it could provide no credible explanation had terminated employees for union activity. (N.S.) p. 405; LRB File Nos. 482-81 & 493-81.
Phil's Restaurants Ltd., H.E.R.E., [1982] May Sask. Labour Rep. 53.
- Dismissal for union activity- Board deciding discharge was unrelated to union activity. (B.B.) p. 1021. LRB File Nos. 196-93, 197-93, 198-93 & 224-93.
Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333 and Laliberte, [1994] 1st Quarter Sask. Labour Rep. 125.
- Dismissal for union activity - Board took notice of timing of dismissal in relation to union activity, suddenness of dismissal without notice, employer's obvious **outrage** at what was considered to be betrayal by employees and that terminated employee had visible connection to union. (B.B.) p. 70; LRB File Nos. 161-92, 162-92 & 163-93.
Eishrenner Pontiac Ltd., U.S.W.A., [1992] 3rd Quarter Sask. Labour Rep. 135.
- Dismissal for union activity - Contracting out - Whether contracting out and reorganization are violations of s. 11(1)(e) of *The Trade Union Act*- Board deciding that redeploying number of employees to different jobs constituted unfair labour practice and ordered employees to be reinstated to previous positions. (B.B.) p. 1441; LRB File Nos. 007-94 to 012-94.
Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477, [1994] 3rd Quarter Sask. Labour Rep. 100.

UNFAIR LABOUR PRACTICE — continued

- Dismissal for union activity - Discharge occurs when employer permanently or indefinitely severs employment relationship - Board looks to substance rather than form including whether employer has genuine intention to recall employee in reasonably foreseeable future. (D.B.) p. 604; LRB File Nos. 163-85 to 165-85.
Universal Engine Service & Supply Inc., U.S.W.A., [1985] Oct. Sask. Labour Rep. 58.
- Dismissal for union activity - Definition - Refusal by employer to accept withdrawal of resignation does not constitute discharge and does not place onus on employer to show cause - Employer may be guilty of discrimination in hiring. (R.H.) p. 413; LRB File No. 014-91.
Santa Fe Foods Inc., S.J.B.R.W.D.S.U., [1991] 2nd Quarter Sask. Labour Rep. 74.
- Dismissal for union activity - Definition - Statement of intention to discharge does not constitute discharge. (N.S.) p. 144; LRB File No. 201-78.
Moose Jaw Sash and Door (1963) Ltd., I.W.A., Local 184, [1979] Jan. Sask. Labour Rep. 31.
- Dismissal for union activity - Delay - In dismissing application Board took into consideration four month delay in bringing application - Delay suggests that union did not believe dismissal was result of union activity. (N.S.) p. 302; LRB File No. 075-80.
Carlton Trail Community Centre, S.G.E.A., [1980] Nov. Sask. Labour Rep. 41.
- Dismissal for union activity - Employees laid-off after bona fide assessment by employer of past service, qualifications, fitness; and ability relative to fellow employees does not constitute unfair labour practice. (D.B.) p. 597; LRB File Nos. 092-85 to 100-85.
Develcon Electronics Ltd., Develcon Employees Association and Radoja, [1985] Oct. Sask. Labour Rep. 62.
- Dismissal for union activity - Failure to appear - Employee failed to appear after receiving several opportunities - Unfair labour practice and application for reinstatement and monetary loss were dismissed. (J.H./D.B.) p. 731; LRB File Nos. 081-85 & 082-85.
Crescent Heights Janitorial Service, S.J.B.R.W.D.S.U., [1986] Mar. Sask. Labour Rep. 42.
- Dismissal for union activity - Failure to rehire seasonal employee - Whether failure to rehire seasonal employee who had reasonable expectation of recall constituted discharge - Board deciding failure to rehire constituted discharge, employer motivated in part by participation of employee in union activity. (J.H./B.B.) p. 1043; LRB File Nos. 208-93 & 209-93.
City of Saskatoon, C.U.P.E. Local 59, [1994] 1st Quarter Sask. Labour Rep. 91.
- Dismissal for union activity - Grievance - Termination for filing grievance violates s. 11(1)(e) of *The Trade Union Act*. (D.B.) p. 469; LRB File Nos. 209-88 to 211-88.
City of Yorkton, Yorkton Fire Fighters Association, Local 1527, [1989] Spring Sask. Labour Rep. 74.
- Dismissal for union activity - If discharge is out of proportion to infraction Board may conclude real purpose is to rid work-place of union supporters. (D.B.) p. 755; LRB File Nos. 431-85 & 432-85.
Regina Exhibition Association, H.E.R.E., Local 767, [1986] Apr. Sask. Labour Rep. 42

UNFAIR LABOUR PRACTICE- continued

- Dismissal for union activity - Insubordination - Employee cannot be strongly censured for insubordination when speaking in support of employees' rights to choose union. (N.S.) p. 205; LRB File Nos. 080-79 & 081-79.
Rite Way Mfg. Co. Ltd., U.S.W.A., (1979] Aug. Sask. Labour Rep. 56.
- Dismissal for union activity - Insubordination - Whether insubordination of employee was sole ground for dismissal -Board deciding that dismissal was unrelated to union activity. (B.B.) p. 1234; LRB File Nos. 290-93 to 292-93.
PADC Holdings Ltd. (Prince Albert Inn), U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 305.
- Dismissal for union activity - Jurisdiction of Board - Board's function is to determine if employee was dismissed for exercising rights under *The Trade Union Act* - Board is not to act as board of arbitration and determine whether just cause for dismissal exists. (J.H./R..H.) p. 661; LRB File Nos. 057-92 to 059-92.
Superior Hard Chrome Inc., U.S.W.A., Local 5917 and Woroschuk, [1992] 2nd Quarter Sask. Labour Rep. 94.
- Dismissal for union activity - Jurisdiction of Board - Once is established employee was not discriminated against for union activity, is not for Board to examine grounds for dismissal. (N.S.) p. 422; LRB File Nos. 347-81 & 348-81.
City of Regina, Civic Employees Union. Local21, [1982] Apr. Sask. Labour Rep. 43.
- Dismissal for union activity - Lawful termination accelerated in time due to employee's union activity is unfair labour practice - Board ordered reinstatement and monetary loss for period lost due to acceleration of termination. (J.H./B.B.) p. 900; LRB File Nos. 180-93, 181-93 & 182-93.
Rural Municipality of Lipton, No. 217, I.U.O.E., Local 870, [1993] 4th Quarter Sask. Labour Rep. 119.
- Dismissal for union activity - Lay-off was found to constitute discharge. (J.H./D.B.) p. 642; LRB File Nos. 180-85 to 196-85.
Fort Ga'y Industries Ltd., U.S.W.A., [1986] Jan. Sask. Labour Rep. 35.
- Dismissal for union activity - Lay-off- Union supporter were laid off while junior and less qualified employee were retained - Reverse onus requires employer to satisfy Board that supporter was laid off as result of honest appraisal of abilities, qualifications and past performance relative to other employees. (J.H./D.B.) p. 653; LRB File Nos. 271-85 to 273-85.
Lafleche Union Hospital, S.U.N., [1985] Dec. Sask. Labour Rep. 57.
- Dismissal for union activity - Manager - Dismissal of manager for supporting *union* may constitute unfair labour practice - Depends on impact on other employees and reason for dismissal. (J.H./D.B.) p. 860; LRB File Nos. 335-85 to 342-85.
Regina Native Women's Association.S.G.E.U., (1986] July Sask. Labour Rep. 29.
- Dismissal for union activity - Manager - Finding that unfair labour practice has been committed is not dependant on status of applicant as employee within meaning of *The Trade Union Act* - Provisions can apply to managers. (B.B.) p. 370; LRB File Nos. 226-92, 227-92 & 228-92.
Imperial400 Motel, S.J.B.R.W.D.S.U.. [1993] 1st Quarter Sask. Labour Rep. 183.

UNFAIR LABOUR PRACTICE continued

- Dismissal for union activity - Nepotism - Employees laid-off to make room for owner's sons
Nepotism is not unfair labour practice. (N.S.) p. 461; LRB File Nos. J15-82 & 120-82.
Ottenbreit Sanitation Service Ltd., C.U.P.E., [1982] June Sask. Labour Rep. 66.
- Dismissal for union activity - Out-of-scope - Whether discharge of out-of-scope employee constituted unfair labour practice under s. 11(1)(e) of *The Trade Union Act* - Board deciding that discharge was unfair labour practice and ordering reinstatement and payment of monetary loss - Whether employee was hindered by commencement of legal action - Board deciding that employee was not prevented from bringing unfair labour practice application. (B.B.) p. 1371; LRB File No. 061-94.
Saskatchewan Crop Insurance Corporation, Binkley, [1994] 2nd Quarter Sask. Labour Rep. 16L.
- Dismissal for union activity - "Permanent employment" - Determination of whether employee has obtained permanent employment within meaning of s. 2(t) of *The Trade Union Act* during strike can only be known when strike ends. (N.S.) p. 144; LRB File No. 201-78.
Moose Jaw Sash and Door (1963) Ltd., I.W.A., Local 184, [1979] Jan. Sask. Labour Rep. 31.
- Dismissal for union activity - Probationary employee - Probationary employee cannot be terminated for purpose of discouraging activity for union. (D.B.) p. 1453; LRB File No. 222-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 64.
- Dismissal for union activity - Probationary employee - Whether probationary employee was terminated on grounds of involvement in union activity - Board deciding that termination was unrelated to union activity. (B.B.) p. 1244, LRB File Nos. 267-93 & 013-94.
P.O.S. Pilot Plant Corporation, U.F.C.W., Local 1400, [1994] 1st Quarter Sask. Labour Rep. 315.
- Dismissal for union activity - Recall - Board looks at substance not form - If employer does not intend to recall employee within reasonable time Board will consider employee to be discharged. (D.B.) p. 1106; LRB File No. 335-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] June Sask. Labour Rep. 37.
- Dismissal for union activity - Recall - Failure to recall when work becomes available would be evidence of discrimination for union activity. (N.S.) p. 461; LRB File Nos. J15-82 & 120-82.
Ottenbreit Sanitation Services Ltd., C.U.P.E., [1982] June Sask. Labour Rep. 66.
- Dismissal for union activity - Recall - Failure to recall employee would constitute evidence of discrimination for union activity. (N.S.) p. 421; LRB File Nos. J15-82 & 037-82.
Lehner Wood Preservers LUL, I.W.A., [1982] June Sask. Labour Rep. 67.
- Dismissal for union activity - Strike - Dismissal for participating in lawful slow-down is dismissal for participation in lawful strike activity and violates s. 11(1)(e) of *The Trade Union Act*. (D.B.) p. 1331; LRB File Nos. 095-88 to 099-88.
Remai Investment Co. Ltd., S.J.B.R.W.D.S.U., [1988] Fall Sask. Labour Rep. 76.

UNFAIR LABOUR PRACTICE — continued

- Dismissal for union activity - Strike - Dismissal for refusal to lift lawful withdrawal of services in nature of ban on overtime constitutes dismissal for union activity. (N.S.) p. 242; LRB File Nos. 315-79 to 317-79, 002-80 & 003-80.
Westank-Willock, U.S.W.A., Local4728, [1980] May Sask. Labour Rep. 72.
- Dismissal for union activity- Strike - Employer cannot discipline or punish employees for engaging in lawful strike action - Depriving non-striking employees of their right to select among available work and giving them choice of doing struck work or going home was form of interference or coercion. (J.H./B.B.) p. 5; LRB File No. 250-91.
City of Regina, A.T.V., Local1588, [1992] 3rd Quarter Sask. Labour Rep. 90.
- Dismissal for union activity - Strike - Right of striking employees to jobs at end of strike is not absolute right - Whether refusal to discharge replacement workers and re-hire strikers is unfair labour practice depends on motive or purpose. (R.H.) p. 102; LRB File No. 192-89.
Royal Canadian Legion, Branch No. 56, S.E.I.U., Local 336, [1990] Sununer Sask. Labour Rep. 99.
- Dismissal for union activity - Strike - Threatening to terminate employee for exercising right to strike is unfair labour practice. (D.B.) p. 1000; LRB File Nos. 293-86 & 294-86.
Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local1454, [1987] Mar. Sask. Labour Rep. 35.
- Dismissal for union activity - Terminating bargaining unit employee because employee refused to enter into individual contract of employment constitutes unfair labour practice. (D.B.) p. 1018; LRB File No. 125-86.
Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local397, [1987] Mar. Sask. Labour Rep. 48.
- Dismissal for union activity - Whether discharge of employee constituted violation of s. 11(1)(e) of *The Trade Union Act* -Board deciding discharge was unfair labour practice. (B.B.) p. 1528; LRB File Nos. 090-94, 091-94 & 092-94.
Versa Services, S.J.B.R.W,D,S.U., [1994] 3rd Quarter Sask. Labour Rep. 176.
- Dismissal for union activity - Whether discharge of employee was motivated by anti-union animus - Board finding considerable evidence of anti-union animus. (J.H./B.B.) p. 1082; LRB File Nos. 148-93, 151-93, 192-93, 193-93 & 194-93.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400 and Johnson, (1994) 1st Quarter Sask. Labour Rep. 169.
- Dismissal for union activity - Whether employee who had made initial contact with trade union was subject to discriminatory discharge in circumstances where employer had been planning to dismiss employee for some time - Board deciding discharge constituted unfair labour practice and was violation of s. (11)(1)(e) of *The Trade Union Act*- Reinstatement and monetary loss were ordered. (B.B.) p. 1168; LRB File Nos. 251-93, 252-93 & 253-93.
Leader-Post (The), A Division of Armadale Co. Ltd., The Newspaper Guild, [1994] 1st Quarter Sask. Labour Rep. 242.

UNFAIR LABOUR PRACTICE continued

Dismissal for union activity - Whether refusal to retain employees of hotel constituted violation of s. 11(1)(e) of *The Trade Union Act* - Board deciding that refusal to retain employees was unfair labour practice. (B.B.) p. 148; LRB File Nos. 125-94, 130-94 & 131-94.
Victoria Inn, Hotel Employes and Restaurant Employees, Local 767. [1994] 3rd Quarter Sask. Labour Rep. 136.

Duty to bargain in good faith - Acting on advice of counsel is no defence and cannot alter duty to bargain in good faith. (D.B.) p. 165; LRB File No. 280-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1990] Spring Sask. Labour Rep. 30.

Duty to bargain in good faith - Agreement - Employer refused to execute or implement letter of understanding negotiated while negotiations for collective agreement were ongoing - Unfair labour practice is dismissed - Is no obligation to participate in such ancillary agreements in course of bargaining - Under appropriate circumstances, such refusal might well constitute failure to bargain collectively. (B.B.) p. 475; LRB File No. 103-93.
Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 281.

Duty to bargain in good faith - Agreement - Failure to sign agreement - What constitutes agreement. (D.B.) p. 68; LRB File No. 0-83.
Regina Transition Women's Society, S.G.E.U., [1983] Sept. Sask. Labour Rep. 52.

Duty to bargain in good faith - Agreement - Refusal to sign agreement - Agreement reached but employer reserved right to change position pending court ruling on certification - Refusal constitutes violation of 11(1)(d) of *The Trade Union Act* - Proper procedure is for employer to apply to court for order staying further action on certification order. (N.S.) p. 16; LRB File No. 013-77.
Armada Publishers Ltd. (The Star Phoenix), Saskatoon Typographical Union, Local 663, [1978] June Sask. Labour Rep. 46.

Duty to bargain in good faith - Agreement - Repudiation of agreement on issue in bargaining is contrary to duty to bargain in good faith and make reasonable efforts to conclude agreement. (D.B.) p. 1455; LRB File No. 178-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.

Duty to bargain in good faith - Agreement - Terms and conditions of employment include any and all matters or subjects negotiated and embodied in agreement. (R.H.) p. 158; LRB File No. 207-89.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.

Duty to bargain in good faith - Agreement - What constitutes agreement - Agreement reached except for amnesty clause - Amnesty clause subsequently determined not to be proper subject for bargaining - Board finds is no agreement as no *consensus ad idem* exists - Doctrine of severance of illegal term is inapplicable to offers as opposed to agreement. (N.S.) p. 31; LRB File Nos. 451-77, 452-77 & 42-77.
Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32.

UNFAIR LABOUR PRACTICE — continued

Duty to bargain in good faith - Agreement - What constitutes agreement - Memorandum of settlement stipulates that collective bargaining agreement will subsequently be prepared and signed subject *to* ratification by employees - Board found agreement to constitute binding collective bargaining agreement when was established that parties intended agreement to be binding, notwithstanding fact that fonnaJ agreement was never prepared, signed or ratified - Intention is construed objectively. (D.B.) p. 1861; LRB File No. 092-88.

Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, 11990] Spring Sask. Labour Rep. 41.

Duty to bargain in good faith - Change in bargaining position - Abrupt and significant changes violate duty to make every reasonable effort to conclude collective agreement. (D.B.) p. 71; LRB File No. 189-83.

Saskatchewan Housing Corporation, S.G.E.U., [1983] Sept. Sask. Labour Rep. 54.

Duty to bargain in good faith - Change in bargaining position - Abruptly withdrawing final offer shortly before ratification vote suggests employer is not bargaining sincerely - Good explanation of conduct is required. (J.H./R.H.) p. 655; LRB File No. 036-92.

City of Melville, C.U.P.E., Local 1486, [1992] 2nd Quarter Sask. Labour Rep. 92.

Duty to bargain in good faith - Change in bargaining position - Employer who withdraws proposals, repudiates areas of earlier agreement and makes fresh demands violates duty to bargain in good faith. (N.S.) p. 31; LRB File Nos. 451-77, 452-77 & 462-77.

Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32.

Duty to bargain in good faith - Change in bargaining position - Sudden withdrawal of offer by employer without compelling justification amounts to failure to bargain in good faith. (D.B.) p. 1156; LRB File No. 136-87.

Benian Management Ltd., C.U.P.E., Local 1832, [1987] Sept. Sask. Labour Rep. 36.

Duty to bargain in good faith - Change in bargaining position - Union agreed to negotiate exclusion of position - Union stopped from filing unfair labour practice until negotiations are complete. (N.S.) p. 139; LRB File No. 147-78.

Saskatchewan Housing Corporation, (unreported).

Duty to bargain in good faith - Change in bargaining position - Unilateral withdrawal of final offer after vote was ordered under s. 45 of *The Trade Union Act* vote but before vote was conducted is not itself unfair labour practice - Board examined circumstances of change and found that conditions under which change was made and way change was introduced indicated absence of good faith. (B.B.) p. 376; LRB File No. 229-92.

Western Canadian Beef Packers Ltd., U.F.C.W., Local 226-2, rt993] 1st Quarter Sask. Labour Rep. 189.

UNFAIR LABOUR PRACTICE continued

Duty to bargain in good faith - Collective agreement - Definition requires that collective agreement must be in writing and set forth terms and conditions of employment - Actual execution is not always necessary - Intention of parties is of fundamental importance - intention can be gathered from what they have done - Ratification, where made condition precedent, must occur or be waived. (D.B.) p. 1861; LRB File No. 092-88.

Wm. C. Interiors Ltd., Lee and Carpenters Provincial Council of Saskatchewan, 1990 Spring Sask. Labour Rep. 41

Duty to bargain in good faith - Collective agreement - Failure to follow grievance procedure may be breach of collective agreement but is not necessarily breach of duty to bargain in good faith where default is inconsequential. (J.H./D.B.) p. 738; LRB File No. 241-85.

Saskatoon Credit Union Ltd. U.F.C.W., Local 1400, [1986] Apr. Sask. Labour Rep. 39.

Duty to bargain in good faith - Collective agreement - Failure to pay arbitrator's award is not failure to bargain in good faith - Awards are enforceable by ss. 13 and 25(1) of *The Trade Union Act* - Court rather than Board is proper forum for enforcing compliance. (D.B.) p. 775 LRB File No. 293-85.

Western Automatic Sprinklers (1983) Ltd., U.A., Local 179, [1986] May Sask. Labour Rep. 52.

Duty to bargain in good faith - Collective agreement - Repudiation of collective agreement or grievance and arbitration procedures is unfair labour practice. (D.B.) p. 1571; LRB File No. 281-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 70.

Duty to bargain in good faith - Collective agreement - Scope clause - Parties are free to vary scope of certification order by collective bargaining. (N.S.) p. 215 LRB File No. 114-79.

International Erectors & Riggers (A Division of Newbery Energy Ltd.), C.G.W.U., Local 890, [1979] Sept. Sask. Labour Rep. 37.

Duty to bargain in good faith - Collective agreement - Unilateral changes - Union agreed to plan and gave employer right to make unilateral changes - No unfair labour practice is committed when employer exercises right without negotiation - Right remains until removed by collective bargaining process. (N.S.) p. 29; LRB File No. 563-81.

Government of Saskatchewan, S.G.E.U., [1982] May Sask. Labour Rep. 44.

Duty to bargain in good faith - Collective agreement - Unilateral changes - Unilateral changes where collective bargaining agreement with grievance and arbitration procedure are more properly dealt with by arbitrator. (D.B.) p. 1213; LRB File No. 133-87.

University Hospital, S.E.I.U., Local 333, [1987] Dec. Sask. Labour Rep. 41.

Duty to bargain in good faith - Collective agreement - Unilateral changes - While agreement is in force unilateral changes may constitute violations of collective agreement but not unfair labour practice within meaning of s. 11(1)(c) or (a) of *The Trade Union Act* - Arbitration is proper procedure for resolving dispute. (N.S.) p. 103; LRB File No. 008-78.

Wascana Hospital, S.G.E.U., [1978] June Sask. Labour Rep. 41.

UNFAIR LABOUR PRACTICE-continued

- Duty to bargain in good faith - Conversion of in-scope positions into management positions by assignment of managerial duties is not contrary to *The Trade Union Act* when done for legitimate business reasons - Consent of union is not needed - Is no duty to negotiate but there may be duty to consult with union if there is significant effect on unit. (J.H./R.H.) p. 77; LRB File No. 082-89.
City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.
- Duty to bargain in good faith - Disclosure - Board may decline to hear complaint unless union has first made genuine attempt to elicit information at bargaining table. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.
Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.
- Duty to bargain in good faith - Disclosure - Contracting out - Employer has duty to disclose to union during bargaining on own initiative those decisions already taken which may have major impact on unit. (R.H.) p. 309; LRB File No. 077-89.
Interprovincial Concrete Ltd., C.G.W.U., Local 890, [1991] 1st Quarter Sask. Labour Rep. 85.
- Duty to bargain in good faith - Disclosure - Contracting out, closure, sale, lease or other disposition of business should be disclosed to union. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.
Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.
- Duty to bargain in good faith - Disclosure - Disclosure of information during bargaining is part of duty to bargain in good faith - When asked, employer is obligated to disclose: information respecting existing terms and conditions of employment particularly during negotiations for first collective bargaining agreement; pertinent information needed by union to comprehend proposal or employer response at table; decisions already made which will be implemented during term of proposed agreement and which significantly impact on unit; to answer honestly whether it will probably implement changes during term of proposed agreement that significantly impact on unit. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.
Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.
- Duty to bargain in good faith - Disclosure - Employer is under no obligation to provide information because it was not related to existing terms and conditions of employment; information was not required to comprehend employer proposal or response and information could not significantly impact upon unit. (D.B.) p. 1830; LRB File Nos. 245-87 & 246-87.
Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.
- Duty to bargain in good faith - Disclosure - Employer is under no obligation to provide information union could get from own records. (D.B.) p. 1830; LRB File No. 245-87 & 246-87
Government of Saskatchewan, S.G.E.U., [1989] Winter Sask. Labour Rep. 52.

UNFAJR LABOUR PRACTICE — continued

Duty to bargain in good faith - Disclosure - Employer has duty to disclose information essential to union's ability to carry on bargaining - Deficiencies in information does not breach duty where deficiencies were not intentional and employer attempted to comply in reasonable fashion. (B.B.) p. 516; LRB File No. 066-93.

Saskatchewan Health-Care Association, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74.

Duty to bargain in good faith - Disclosure - Employer need not take initiative to disclose information - Union should make request. (B.B.) p. 442; LRB File No. 264-92.

Government of Saskatchewan - S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

Duty to bargain in good faith - Disclosure - Employer has responsibility to provide union with information and duty is not discharged by making public statements in media. (B.B.) p. 442. LRB File No. 264-92.

Government of Saskatchewan - S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.

Duty to bargain in good faith - Disclosure - Failure to advise union of impending disposition of business is not bargaining in good faith. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction Ltd., O.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Duty to bargain in good faith - Disclosure • Failure to disclose information union needs to discharge its duty of fair representation may constitute breach of employer's duty to bargain in good faith. (J.H./D.B.) p. 987; LRB File No. 117-85.

Provincial Maintenance Ltd. - U.A. and I.B.B., Local 555, [1987] Feb. Sask. Labour Rep. 65.

Duty to bargain in good faith - Disclosure - Providing significantly inaccurate information to union constitutes conduct that is contrary to duty to bargain in good faith and to make reasonable effort to conclude agreement. (B.B.) p. 1455; LRB File No. 178-88.

Holiday Inn Ltd., S.J.B.R.W.P.S.U., [1989] Spring Sask. Labour Rep. 66.

Duty to bargain in good faith - Disclosure - Whether failure of employer to provide information about contracting out constituted violation of s. 11(1)(c) of *The Trade Union Act* - Board deciding violation had occurred. (B.B.) p. 1441; LRB File Nos. 007-94 to 012-94.

Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477, (1994) 3rd Quarter Sask. Labour Rep. 100.

Duty to bargain in good faith - Employer committed unfair labour practice when it changed wages of employees without bargaining with union - Board appointed Board agent to examine employer's payroll as witness testifying as to payroll appeared nervous and appeared to Board to be taking cues from employer as to proper answers. (C.P.); LRB File No. 319-74-5.

Mid-West Motors (1966) Ltd. - C.B.R.T., Local 44, [1976] Feb. Sask. Labour Rep. 40.

UNFAIR LABOUR PRACTICE-continued

- Duty to bargain in good faith - Exclusive bargaining authority - Abandonment - Where union failed to pursue bargaining rights. is stopped by conduct from demanding that employer recognize it as representative of employees. (J.H./D.B.) p. 1770; LRB File No. 256-88.
Federated Co-operatives Ltd., S.J.B.R.W.D.S.U., Locals 539 and 540 and Sherwood Co-operative Association Ltd., [1990] Fall Sask. Labour Rep. 57.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Attempt to bypass union and settle grievance directly with employee is violation of union's exclusive bargaining status. (R.H.) p. 136; LRB File No. 253-89.
City of Saskatoon, C.U.P.E., Local 59, (1990) Fall Sask. Labour Rep. 40.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Certification order abrogates employer's freedom to negotiate individual contracts of employment - Employer who bargains directly with employees over terms and conditions of employment commits unfair labour practice. (D.B.) p. 1018; LRB File No. 125-86.
Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Circulating memorandum to employees setting forth employer's position on collective bargaining is not unfair labour practice. (D.B.) p. 507; LRB File No. 401-84.
IPSCO Inc., U.S.W.A., Local 15890, [1985] Apr. Sask. Labour Rep. 52.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Circumventing union by placing new proposals directly before employees violates s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 482; LRB File No. 315-83.
Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 43.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Circumventing union by placing new proposals directly before employees violates s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.
Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, (1985) Apr. Sask. Labour Rep. 29.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Communication - Employer communications to employees during collective bargaining is not prohibited where communications are non-coercive and do not constitute direct negotiation with employees. (J.H./B.B.) p. 1843; LRB File No. 124-94.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1994] 4th Quarter Sask. Labour Rep. 200.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Communication by employer to employees relating to employer's reason for not unilaterally increasing wages does not constitute unfair labour practice where there is no evidence that employer misrepresented its position at bargaining table, made new or different proposal to employees or attempted to elicit a proposal from employees. (D.B.) p. 1211; LRB File No. 132-87.
Crestline Coach Ltd., U.S.W.A., [1987] Nov. Sask. Labour Rep. 53

UNFAIR LABOUR PRACTICE — continued

- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Communication - Board rejects proposition that employer cannot communicate with employees except for business reasons - Employer is entitled to communicate even on subjects of collective bargaining provided it is not attempt to circumvent union or intimidate, coerce or threaten employees in exercise of their rights. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Communication - Communicating bargaining position and giving notice of intention to implement unilateral change to terms of employment, if properly done, is not unfair labour practice. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Communication - Principles covering employer communication with union during bargaining are different than with employees - Duty to disclose to union does not necessarily authorize communicating same information directly to employees. (B.B.) p. 99; LRB File No. 168-92.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., (1992) 4th Quarter Sask. Labour Rep. 83.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Communication - Verbal and documentary communications to employees accurately reflected employer's position at bargaining table Employer admits that communication was attempt to convince employees to accept offer - Board rejects proposition that such communications are prohibited - Employer is entitled to communicate with employees provided it does not attempt to circumvent union and bargain, directly or interfere with employees' rights under *The Trade Union Act* - Test for interference is objective - How would employee of average intelligence and fortitude react. (R.H.) p. 170; LRB File No. 029-90.
Canadian Linen Supply Company Ltd., S.J.B.R.W.D.S.U., Local 558, [1991] 1st Quarter Sask. Labour Rep. 63.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Contracting out is not unfair labour practice if devoid of anti-union animus. (D.B.) p. 1338; LRB File No. 194-87.
M & B Trucking Ltd., S.J.B.R.W.D.S.U., Local 539, Sherwood Co-operative Association Ltd. and Evitts et al., [1988] Fall Sask. Labour Rep. 82.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Contracting out - Subject to restrictions in collective bargaining agreement, employer has right to contract out bargaining unit work - Bona. fide contracting out for business reasons is not unfair labour practice. (D.B.) p. 1845; LRB File Nos. 119-87 & 217-87.
Tourism Industry Association of Saskatchewan Inc., Tourism Industry Association of Saskatchewan Inc. and S.G.E.U., [1989] Winter Sask. Labour Rep. 63.

UNFAIR LABOUR PRACTICE- continued

Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Discussing or inviting members of bargaining unit to make proposals for establishing own business to provide services now provided by bargaining unit is not unfair labour practice - If employer has right to contract out it has right to discuss it with anyone including its own employees, (D.B.) p. 1602; LRB File Nos. 250-88 & 290-88.

Government of Saskatchewan, S.G.E.U., [1989] Fall Sask. Labour Rep. 28.

Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Employees lack status to ratify agreement different from one negotiated by union - Union has exclusive status as bargaining agent - Direct bargaining is improper. (D.B.) p. 459 File Nos. 352-84 & 353-84.

Saskatchewan Construction Labour Relations Council, Inc., Bricklayers and Masons International Union of America, Local 3, Eckl Ceramics (1978) Ltd., Kantor and Garipey, [1985] Mar, Sask Labour Rep. 40,

Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Employer abuses right to communicate with employees during collective bargaining and does not bargain in good faith when communications with employees become substitute for bargaining with union and union is bypassed with information on employer's proposals, logic and arguments. (D.B.) p. 528 LRB File Nos. 443-83 & 485-83.

Saskatchewan Liquor Board, S.G.E.U., [1985] May Sask. Labour Rep. 35.

Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Employer and employees are not free to negotiate bonus incentive as long as union remains certified. (D.B.) p. 836; LRB File No. 216-85.

Fairford Industrie.Ltd., U.S.W.A., Local 8294 and Merit Manufacturing Inc., [1986] June Sask. Labour Rep. 54.

Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Employer addressed group of out-of-scope and in-scope assistant managers at same time about changes to duties and terms and conditions of employment - Employer invited employees to discuss concerns directly with employer - Employer's conduct constitutes violation of employer's obligation to bargain directly with union, (R.H.) p. 468; LRB File Nos. 177-90, 178-90, 227-90, 228-90, 229-90, 035-91 & 088-91.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 480, 454 and 496, (1991) 4th Quarter Sask. Labour Rep. 43.

Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Employer may communicate with employees about subject matter of collective bargaining without violating ss. 11(1)(a) or (c) of *The Trade Union Act*- Section 11(1)(a) prohibits effects of conversation, i.e. interference as opposed to any particular topic or subject of conversation - A/J discussion of issues being bargained are not prohibited - Direct bargaining is prohibited as it constitutes interference with employees' right to bargain through union and also infringes union's exclusive status as bargaining agent. (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.

Saskatoon Co-operative Association Ltd., U.J.;C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 29.

UNFAIR LABOUR PRACTICE — continued

- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Employer settled grievance by cash payment sent directly to employee without union's knowledge or consent - Conduct constitutes breach of duty to negotiate exclusively with union. (J.H./R.H.) p. 405; LRB File No. 005-91.
SL Joseph's Home, S.E.L.U., local 333, [1991] 2nd Quarter Sask. Labour Rep. 64.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Informing employees of employer's version of negotiations does not constitute breach of duty. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd., S.J.B. v. W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Low level manager without authority to bargain and without knowledge or consent of employer asked small percentage of employees for their comments on employer's offer - Conduct does not constitute attempt to circumvent union - Bargain directly with employees. (D.B.) p. 507; LRB File No. 401-84.
IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Minister of Crown is permitted liberal right to communicate when explaining Government policy or Bill. (D.B.) p. 1602; LRB File Nos. 250-88 & 290-88.
Government of Saskatchewan, S.G.E.U., (1989) Fall Sask. Labour Rep. 28.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Negotiating grievance with employee violates employer's duty to negotiate exclusively with union. (R.H.) p. 303; LRB File No. 042-90.
Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1990] Winter Sask. Labour Rep. 118.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Paying substantial bonus directly to employees or refusing to discuss wage increase during negotiations with union is contrary to duty to bargain in good faith and to make every reasonable effort to reach agreement. (J.H./D.B.) p. 138; LRB File No. 022-88.
Saskatchewan Power Corporation, E.C.W.U., Local 649, [1988] Winter Sask. Labour Rep. 64.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Scope of employer's right to communicate with employees on subject matter of collective bargaining - Not all communication is prohibited - Interference or direct bargaining constitutes unfair labour practice under ss. 11(1)(a) and (c) of *The Trade Union Act*. (D.B.) p. 482; LRB File No. 315-83.
Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 43.

UNFAIR LABOUR PRACTICE- continued

- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Scope of employer's right to communicate with employees about matters being collectively bargained - Employer cannot interfere with employees' rights under s. 11(1)(a) of *The Trade Union Act* to bargain through trade union or with union's rights under s. 11(1)(c) to be exclusive bargaining representative. (D.B.) p. 507; LRB File No. 401-84.
IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Scope of employers right to communicate with employees about matters being collectively bargained - Communications that are intended to undermine union's ability to represent employees or that attempt to bargain directly with employees violate ss. 11(1)(a) and s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 522; LRB File No. 213-83.
Federated Co-operatives Ltd., V.F.C.W., Local 1400, [1985] May Sask. Labour Rep. 30.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Union is exclusive representative of employees for bargaining - Circumvention of union and bargaining directly with employees is prohibited - Discussion of collective bargaining issues by employer with employees *is* not prohibited but there is fine line between such discussions and direct bargaining - Giving report on status of bargaining and leaving to employees to draw own conclusions does not constitute direct bargaining - Openly exhorting employees to overthrow union's position and directly alter course of bargaining is direct bargaining. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining with employees violates union's exclusive status as bargaining agent and constitutes failure to bargain collectively - Freedom of contract between master and servant is abrogated. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.
Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeei-Rosco Ltd. and Flynn & Associates Ltd.* [1984] Oct. Sask. Labour Rep. 46.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining - Where employer has authority to enact rules without consent of union, it does not violate s. 11(1)(c) of *The Trade Union Act* by bringing rules to employees' attention and asking them to sign acknowledgement that they understand consequences of breach. (J.H./R.H.) p. 529; LRB File No. 121-91.
Federated Co-operatives Ltd., U.F.C.W., Local 1400, [1991] 4th Quarter Sask. Labour Rep. 78.
- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining with employees violates union's exclusive status as bargaining agent and constitutes failure to bargain collectively - Freedom of contract between master and servant is abrogated. (D.B.) p. 304; LRB File No. 490-83.
Saskatchewan Liquor Licensing Commission, S.G.E.U. and Saskatchewan Liquor Licensing Commission, [1984] Aug. Sask. Labour Rep. 40.

UNFAIR LABOUR PRACTICE — continued

- Duty to bargain in good faith - Exclusive bargaining authority - Direct bargaining with representatives of employees violates union's exclusive status - Freedom of contract between master and servant is abrogated. (D.B.) p. 304; LRB File No. 490-83.
Saskatchewan Liquor Board, S.G.E.U. and Saskatchewan Liquor Licensing Commission, [1984] Aug. Sask. Labour Rep. 40.
- Duty to bargain in good faith - Exclusive bargaining authority - Employee who is employed both in and out of bargaining unit is entitled to be represented by union when performing functions within bargaining unit but not when employee is employed outside bargaining unit. (J.H.I.R.H.) p. 651; LRB File No. 035-92.
University of Regina, University of Regina Faculty Association, [1992] 2nd Quarter Sask. Labour Rep. 89.
- Duty to bargain in good faith - Exclusive bargaining authority - Employer committed unfair labour practice when it changed wages of employees without bargaining with union - Board appointed Board agent to examine employer's payroll as witness testifying as to payroll appeared nervous and appeared to Board to be giving cues from employer as to proper answers. (C.P.); LRB File No. 319-74-5.
Mid-West Motors (1966) Ltd., C.B.R.T., Local 44, [1976] Feb. Sask. Labour Rep. 40.
- Duty to bargain in good faith - Exclusive bargaining authority - Employer refused to let union representative accompany employee to meeting at which employee was to be dismissed - Events occurred after date of certification but before first agreement - Section 11(1)(d) of *The Trade Union Act* is inapplicable, but s. 11(1)(c) obliges employer to accept union representative and to negotiate dispute with representative. (B.B.) p. 1002; LRB File Nos. 256-93 to 260-93.
Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 216.
- Duty to bargain in good faith - Exclusive bargaining authority - Payment of wages higher than in collective agreement is more than a breach of collective agreement - Conduct violates union's exclusive bargaining rights protected by s. 11(1)(c) of *The Trade Union Act*. (N.S.) p. 238
LRB File No. 312-79.
Moose Jaw Sash and Door (1963) Ltd., I.W.A., Local 1-184, [1980] May Sask. Labour Rep. 69.
- Duty to bargain in good faith - Exclusive bargaining authority - Refusal to recognize union's right to represent employees in negotiating settlement of disputes and grievances is unfair labour practice. (D.B.) p. 1571; LRB File No. 281-88.
Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 70.
- Duty to bargain in good faith - Exclusive bargaining authority - Scope clause - Board will not ignore the agreement, conduct and history of 15 years or intention of Board at time certification order is issued when construing scope. (J.H./R.H.) p. 651; LRB File No. 035-92.
University of Regina, University of Regina Faculty Association, [1992] 2nd Quarter Sask. Labour Rep. 89.

UNFAIR LABOUR PRACTICE — continued

- Duty to bargain in good faith - Exclusive bargaining authority - Status of certified union - By negotiating collective bargaining agreement for all employees, including employees covered by craft certification orders, with union other than certified craft union, employer violated craft union's exclusive status as bargaining representative. (J.H./D.B.) p. 987; LRB File No. 117-85.
Provincial Maintenance Ltd., U.A. and I.B.B., Local1555, [1987] Feb. Sask. Labour Rep. 65.
- Duty to bargain in good faith - Exclusive bargaining authority - Status of certified union - Employer ignoring certified local and entering collective bargaining agreement with another local - Employer was acting as result of pressure from international union - Employer guilty of unfair labour practice in absence of evidence of valid transfer of bargaining rights. (D.B.) p. 1638; LRB File No. 035-89.
Ursel Constructors Ltd., U.A., Local264, [1989] Fall Sask. Labour Rep. 47.
- Duty to bargain in good faith - Hard bargaining - As long as party is not insisting on illegality or acting in manner contemptuous of court or tribunal order, party may maintain position for as long as it considers it to be in its interests. (D.B.) p. 1217; LRB File No. 151-87.
Town ofShaunavon, S.E.I.U., Local 336, [1987] Dec. Sask. Labour Rep. 37.
- Duty to bargain in good faith - Hard bargaining - Duty to bargain does not impose duty to reach agreement - Only obligation is to intend to reach agreement and make every reasonable effort. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.
- Duty to bargain in good faith - Hard bargaining - Employer refused to discuss union's proposals - Each party has right to frame and present its position in own words and have its position fairly considered and discussed - Employer's right to refuse to agree to union's proposals does not give employer right to refuse to discuss. (J.H./D.B.) p. 1350; LRB File No. 051-88.
Cheshire Homes of Regina Society, C.U.P.E., [1988] Fall Sask. Labour Rep. 91.
- Duty to bargain in good faith - Hard bargaining - Impasse - Either side may pursue any lawful proposal to impasse. (D.B.) p. 1455; LRB File No. 178-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.
- Duty to bargain in good faith - Hard bargaining - Impasse in negotiations does not constitute failure to bargain if acting in good faith - Employer not insisting on illegality. (D.B.) p. 516; LRB File No. 409-84.
Place Riel Society, C.U.P.E., Local1975, [1985] Apr. Sask. Labour Rep. 57.
- Duty to bargain in good faith - Hard bargaining - Refusal to meet - Parties may not be obliged to meet if only restating positions and continued dialogue would serve no useful purpose. (D.B.) p. 1645; LRB File No. 254-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52.

UNFAIR LABOUR PRACTICE continued

- Duty to bargain in good faith - Hard bargaining - Parties are not required to open their best offer - Tendering predictably unacceptable offer is not contrary to duty to bargain in good faith. (J.H./D.B.) p. 1876; LRB File Nos. 122-89, 124-89, 142-89 & 147-89.
Ne-Ho Enterprises Ltd., U.F.C.W., Local 400, [1990] Spring Sask. Labour Rep. 53.
- Duty to bargain in good faith - Illegal clause - Affirmative action clause - Whether union's agreement to provision giving preference in hiring, training and advancement to members of one band rather than to all Aboriginal residents of northern Saskatchewan would be breach of duty of fair representation - Whether employer's insistence on narrower clause constitutes failure to bargain in accordance with s. 1(1)(c) of *The Trade Union Act* because such clause is illegal - Board deciding that parties had not exhausted bargaining on this subject, and no unfair labour practice had occurred. (B.B.) p. 1673; LRB File No. 118-94.
Six Seasons Catering, U.S.W.A., [1994] 3rd Quarter Sask. Labour Rep. 311.
- Duty to bargain in good faith - Illegal clause - Employer proposal constitutes discrimination on basis of disability contrary to *Human Rights Act* - Proposal is not self-evidently illegal and union failed to raise objection at bargaining - Issue was not pressed by employer - Unfair labour practice is dismissed without ruling on legality. (B.B.) p. 536; LRB File No. 092-93.
Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477, [1993] 2nd Quarter Sask. Labour Rep. 91.
- Duty to bargain in good faith - Illegal clause - Employer proposal that union dues deducted from payroll be subject to 25% collection fee is not contrary to duty to bargain in good faith as could be lawfully agreed to. (B.B.) p. 1455; LRB File No. 178-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.
- Duty to bargain in good faith - Illegal clause - Employer proposal that union make payment to employer in event of unlawful strike is not contrary to duty to bargain in good faith as could be lawfully agreed to. (D.B.) p. 1455; LRB File No. 178-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.
- Duty to bargain in good faith - Illegal clause - Insisting on illegal clause is violation of duty to bargain in good faith. (D.B.) p. 128; LRB File No. 349-83.
Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 400, [1984] Jan. Sask. Labour Rep. 30.
- Duty to bargain in good faith - Illegal clause - Raising back to work proposals that do not require employer to discharge replacement workers and re-hire strikers do not necessarily breach duty as proposals are not illegal - Purpose or motive for refusing to re-hire strikers is important. (R.H.) p. 102; LRB File No. 192-89.
Royal Canadian Legion No. 56, S.E.T.U., Local 336, [1990] Summer Sask. Labour Rep. 99.
- Duty to bargain in good faith - Lock-out - Lock-out without attempting to find out union's bargaining position is contrary to duty to bargain in good faith. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

UNFAIR LABOUR PRACTICE- continued

- Duty to bargain in good faith - Non-negotiable items - Amnesty clause - Employer can insist on clause to point of impasse. (D.B.) p. 1366; LRB File Nos. 155-87 & 157-87.
Pioneer Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1988] Winter Sask. Labour Rep. 49.
- Duty to bargain in good faith - Non-negotiable items - Amnesty clause - Employer who insists on amnesty clause to point of impasse constitutes unfair labour practice within meaning of s. 11(1)(c) of *The Trade Union Act*- Discipline of members is internal union matter and is not proper subject for collective bargaining. (N.S.) p. 26; LRB File No. 375-77.
Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32.
- Duty to bargain in good faith - Non-negotiable items - Amnesty clause - Insisting on amnesty clause to point of impasse does not violate ss. 11(1)(a), (b) or (c) of *The Trade Union Act*. (D.B.) p. 128; LRB File No. 349-83.
Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] Jan. Sask. Labour Rep. 30.
- Duty to bargain in good faith - Non-negotiable items - General rule - As general rule Board will not interfere with or supervise substance of collective bargaining process. (D.B.) p. 128; LRB File No. 349-83.
Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] Jan. Sask. Labour Rep. 30.
- Duty to bargain in good faith - Non-negotiable items - Scope clause - Changes to scope clause in certification order are negotiable but if one party chooses to rely upon terms of certification order, other may not insist upon changes to point of impasse - Party must negotiate on basis of order if requested. (D.B.) p. 1217; LRB File No. 151-87.
Town of Shaunavon, S.E.J.U., Local 336, [1987] Dec. Sask. Labour Rep. 37.
- Duty to bargain in good faith - Non-negotiable items - Scope clause - Definition of bargaining unit can be subject for bargaining, but negotiations cannot be disrupted - Proper recourse when impasse reached is to apply to Board. (J.H./R.H.) p. 450; LRB 033-91.
John M. Cue/eneare Library Board, [1991] 3rd Quarter Sask. Labour Rep. 42.
- Duty to bargain in good faith - Non-negotiable items - Scope clause - Insisting on negotiating scope as set forth in certification order to point of impasse constitutes refusal to bargain in good faith. (N.S.) p. 521; LRB File No. 259-82.
Bee/and Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 496, [1982] Nov. Sask. Labour Rep. 38.
- Duty to bargain in good faith - Non-negotiable items - Status of employees to benefits while on leave for union business is raised by employer at bargaining table - Board finds that issue is legitimate matter to raise and found no evidence of bad faith. (N.S.) p. 446; LRB File No. 564-81.
Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.

UNFAIR LABOUR PRACTICE continued

Duty to bargain in good faith - Non-negotiable items - Union security clause - Union's request pursuant to s. 36 of *The Trade Union Act* to include union security clause is not proper subject for collective bargaining - Bringing negotiations to impasse over issue violates obligation to negotiate in good faith under s. 11(1)(c) and s. 36(2). (N.S.) p. 251; LRB File No. 006-80.
Rite Way Mfg. Co. Ltd., U.S. v. A., [1980] May Sask. Labour Rep. 78.

Duty to bargain in good faith - Not to bargain - Time limits in s. 33(4) of *The Trade Union Act* cannot be varied by collective agreement - Notice that is not timely within s. 33(4) is inoperative even though it is timely within provisions of collective agreement. (J.H./D.B.) p. 630; LRB File No. 062-85.
Northern Telecom Canada Ltd., Communications Workers of Canada, [1985] Oct. Sask. Labour Rep. 46.

Duty to bargain in good faith - Real to bargain - Bargaining representatives at table must have authority necessary to conduct meaningful bargaining - Employer is not in breach of duty just because bargaining representative requires principals of approval. (B.B.) p. 486; LRB File No. 256-92.
SaskPower and Government of Saskatchewan, I.B.E.W., Local 2067, [1993] 1st Quarter Sask. Labour Rep. 286.

Duty to bargain in good faith - Refusal to bargain - Bargaining tactics - Frequent changes in negotiating team, long delays in responding to requests for resumption of negotiations, and renegeing on settled issues constitute substantial departure from normal standards of bargaining behaviour and are proof of breach of duty. (R.H.) p. 102; LRB File No. 192-89.
Royal Canadian Legion No. 6, S.E.I.U., Local 336, [1990] Summer Sask. Labour Rep. 99.

Duty to bargain in good faith - Refusal to bargain - Bargaining tactics - Duty is to meet and engage in rational and frank discussion of issues that stand in way of settlement. (D.B.) p. 1495; LRB 190-88.
Royal Canadian Legion No. 156, S.E.I.U., Local 336, [1989] Spring Sask. Labour Rep. 93

Duty to bargain in good faith - Refusal to bargain - Bargaining tactics - Union under honest impression that employer would be tabling no proposals - Employer subsequently tabled proposals - Board will not draw formal procedures for bargaining - Parties must be left some margin - Misunderstandings are inevitable and must be distinguished from bad faith bargaining. (I.H./R.H.) p. 226; LRB File No. 089-90.
Indian Head School Division No. 19, C.U.P.E., [1990] Winter Sask. Labour Rep. 68.

Duty to bargain in good faith - Refusal to bargain - Bargaining tactics - Board expects that union will raise concerns with employer and make reasonable efforts at discussion and persuasion before alleging breach of duty to bargain in good faith. (J.H./R.H.) p. 407; LRB File No. 035-91.
Lakeland Regional Library Board, C.U.P.E., Local 3077, [1991] 2nd Quarter Sask. Labour Rep. 66.

UNFAIR LABOUR PRACTICE- continued

- Duty to bargain in good faith - Refusal to bargain - Board deciding employer is in breach of duty by appearing to foreclose bargaining on issues related to reorganization of nursing staff. (B.B.) p. 1770; LRB File No. 192-94.
Santa Maria Senior Citizens Home Inc., C.U.P.E., LocaJ 2569, [1994] 4th Quarter Sask. Labour Rep. 134.
- Duty to bargain in good faith - Refusal to bargain - Board is reluctant to become entangled in bargaining process itself and will not intervene to instruct parties on issues which should be subject of bargaining, strategies they should use in pursuing their objectives or priorities they should attach to particular items. (B.B.) p. 988; LRB File No. 282-93.
Saskatoon Board of Police Commissioners, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 211.
- Duty to bargain in good faith - Refusal to bargain - Board is reluctant to evaluate substantive positions - Duty is generally focused on process - General principles and factors are examined - Protracted, difficult and fruitless bargaining is not itself evidence of breach of duty, especially when both sides must bear responsibility. (B.B.) p. 804; LRB File No. 157-93.
Westfair Foods Ltd., S.I.B.R.W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.
- Duty to bargain in good faith - Refusal to bargain - Board will avoid excessive supervision of substance of contract negotiations. (D.B.) p. 1455; LRB File No. 178-88.
Holiday Inn Ltd., S.J.B.R.W.D.S.U., [1989] Spring Sask. Labour Rep. 66.
- Duty to bargain in good faith - Refusal to bargain - Board will exercise restraint when asked to judge reasonableness of bargaining proposals - Board is not substitute for collective bargaining and economic struggle. (J.H./D.B.) p. 1350; LRB File No. 051-88.
Cheshire Homes of Regina Society, C.U.P.E., [1988] Fall Sask. Labour Rep. 91.
- Duty to bargain in good faith - Refusal to bargain - Board will exercise utmost restraint whenever it is invited to review either subject matter or method of bargaining. (J.H./D.B.) p. 857; LRB File No. 095-89.
Ne-Ho Enterprises Ltd., U.F.C.W., Local 1400, (1989) Winter Sask. Labour Rep. 72.
- Duty to bargain in good faith - Refusal to bargain - Delays and hiatus are not proof of employer bad faith when bargaining is complex and employer provides legitimate explanation for length of bargaining. (B.B.) p. 442; LRB File No. 264-92.
Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.
- Duty to bargain in good faith - Refusal to bargain - Duty to bargain in good faith arises when notice to terminate is given and survives work stoppage. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.

UNFAIR LABOUR PRACTICE J continued

- Duty to bargain in good faith - Refusal to bargain - Duty to bargain in good faith is largely confined to process issues - Board is reluctant to evaluate substantive positions and strategies. (B.B.) p. 516; LRB File No. 006-93.
Saskatchewan Health-Care Association, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74.
- Duty to bargain in good faith - Refusal to bargain - Duty to bargain in good faith is largely limited to process issues - Board must be careful not to arbitrate between parties on merits of positions. (B.B.) p. 486, LRB File No. 6-92.
SaskPower and Government of Saskatchewan, I.B.E.W., Local 2067. [1993] 1st Quarter Sask. Labour Rep. 286.
- Duty to bargain in good faith - Refusal to bargain - Duty to bargain in good faith requires parties to meet and engage in rational and frank discussion of issues that divide them - Conduct or tactics designed to impede this discussion violate duty. (J.H./D.B.) p. 1350; LRB File No. 051-88.
Cheshire Homes of Regina Society, C.U.P.E., [1988] Fall Sask. Labour Rep. 91.
- Duty to bargain in good faith - Refusal to bargain - Duty to bargain in good faith requires parties to meet and engage in rational and frank discussion of issues that divide them - Parties are required to discuss seriously with shared intent of resolving issue - Tactics designed to impede or frustrate this discussion violate *The Trade Union Act.* (D.B.) p. 1653; LRB File No. 280-88.
University of Saskatchewan University of Saskatchewan Faculty Association, [1990] Spring Sask. Labour Rep. 30.
- Duty to bargain in good faith - Refusal to bargain - Duty to negotiate only applies to certified employer and union - Conduct prior to certification is not subject to duty. (B.B.) p. 969; LRB File Nos. 227-93, 228-93 & 229-93.
LifeLine Ambulance Services Ltd., S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 171.
- Duty to bargain in good faith - Refusal to bargain - Employer does not have to justify economic necessity of its proposals. (R.T.J.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Limited, S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Duty to bargain in good faith - Refusal to bargain - Employer's duty to bargain begins when union acquires its authority to represent employees. (D.B.) p. 665; LRB File No. 149-85.
Northern Village of Buffalo-Narrows, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.
- Duty to bargain in good faith - Refusal to bargain - Employer is entitled to reasonable notice of meeting and reasonable opportunity to arrange affairs - No unfair labour practice is committed when employer refuses meeting for good reason and suggests two other times. (D.B.) p. 699; LRB File Nos. 168-85, 200-5 & 208-85.
Universal Engine Service & Supply Inc., U.S.W.A., [1986] Feb. Sask. Labour Rep. 69.

UNFAIR LABOUR PRACTICE- continued

- Duty to bargain in good faith - Refusal to bargain - Employer inviting discussion with competing unions - Whether employer failed to bargain with respect to new position - Board dismissing application. (B.B.) p. 1803; LRB File Nos. 202-94 & 226-94.
City of Regina, Regina Civic Middle Management Association and Regina Professional Firefighters' Association, [1994] 4th Quarter Sask. Labour Rep. 164.
- Duty to bargain in good faith - Refusal to bargain - Employer unilaterally offered early retirement package to employees and was ordered to desist by Board - Employer subsequently refused to make same offer to union - Board refused to order employer to make offer to union, but did order employer to negotiate with union on this issue. (B.B.) p. 988; LRB File No. 282-93.
Saskatoon Board of Police Commissioners, Saskatoon City Police Association, [1993] 4th Quarter Sask. Labour Rep. 211.
- Duty to bargain in good faith - Refusal to bargain - Employer was intransigent on monetary issues but flexible on non-monetary issues - No evidence that positions were not in good faith - Unfair labour practice was dismissed. (B.B.) p. 442; LRB File No. 264-92.
Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.
- Duty to bargain in good faith - Refusal to bargain - Employer was intransigent on wage increase - Employer refused to justify or explain position - Conduct is not itself breach of duty to negotiate in good faith. (B.B.) p. 486; LRB File No. 256-92.
SaskPower and Government of Saskatchewan, L.B.E.W., Local 2067, [1993] 1st Quarter Sask. Labour Rep. 286.
- Duty to bargain in good faith - Refusal to bargain - Existence of duty to bargain is pre-condition to breach of duty - Expressed willingness to discuss revision to existing agreement does not create duty to bargain- Voluntary discussions may be broken off without violating s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 269; LRB File Nos. 032-84 & 033-84.
Saskatchewan Health Care Association and University Hospital, H.S.A.S., (unreported).
- Duty to bargain in good faith - Refusal to bargain - Existence of duty to bargain is pre-condition to violation of s. 11(1)(c) of *The Trade Union Act* - Bargaining when under no duty to do so does not create duty. (J.H./D.B.) p. 630; LRB File No. 062-85.
Northern Telecom Canada Limited, Communications Workers of Canada, [1985] Oct. Sask. Labour Rep. 46.
- Duty to bargain in good faith - Refusal to bargain - General purpose of duty to bargain is to reinforce recognition of union and reduce industrial conflict by requiring rational, informed discussion of differences. (B.B.) p. 804; LRB File No. 157-93.
Westjair Foods Limited, S.J.B.R.W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.
- Duty to bargain in good faith - Refusal to bargain - Good faith bargaining does not require either side to place its best offer on table. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Limited, S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

UNFAIR LABOUR PRACTICE-continued

Duty to bargain in good faith - Refusal to bargain - Good faith bargaining is not measured solely by number of meetings or how far party has moved from opening position. (R.H.) p. 246; LRB File No. 181-89.

Dairy Producers Co-operative Limited, S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.

Duty to bargain in good faith - Refusal to bargain - Grievances - Employer is under no duty to follow grievance procedure or resolve grievances by arbitration apart from obligations contained in collective agreement - Refusal does not constitute unfair labour practice. (D.B.) p. 1014; LRB File No. 030-86.

Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 45.

Duty to bargain in good faith - Refusal to bargain - Grievances - Employer is under statutory duty to negotiate with union respect to disputes or grievances of employees even though no collective agreement or provision for grievance or arbitration exists. (D.B.) p. 1014; LRB File No. 030-86.

Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] Mar. Sask. Labour Rep. 45.

Duty to bargain in good faith - Refusal to bargain - Grievances - Existence of grievance procedure partially supplants duty to bargain in good faith when is breakdown of negotiations because of divergent views on meaning of collective agreement - Duty to negotiate in good faith is narrowed and funnelled into grievance procedure - Is no requirement to engage in parallel system of negotiations - If employer complies with grievance procedure, it has satisfied its duty to negotiate dispute in good faith. (J.H./B.B.) p. 675; LRB File No. 106-93.

Regina Health Board, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 229.

Duty to bargain in good faith - Refusal to bargain - Grievance - Union refusing to discuss basis of grievance with employer and refusing to disclose facts that demonstrate bona fides of position. (D.B.) p. 1653; LRB File No. 280-88.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1990] Spring Sask. Labour Rep. 30.

Duty to bargain in good faith - Refusal to bargain - Health care reorganization - Employer saying position is not within scope of bargaining unit - Board deciding employer had not failed to bargain. (B.B.) p. 1883; LRB File No. 158-94.

Southwest District Health Board, S.E.I.U., Local 1336, [1994] 4th Quarter Sask. Labour Rep. 191.

Duty to bargain in good faith - Refusal to bargain - Intermingling - Two bargaining units were transferred to single new facility and merged - Employer hired at new facility using selection criteria of its own and without dealing with unions - Employer in breach of duty to bargain. (B.B.) p. 8; LRB File Nos. 092-92, 099-92 & 155-92.

Wolf Willow Lodge, Saskatchewan Health Care Association, S.E.J.U., Local 336, C.U.P.E., Local 2297 and Grant, [1992] 3rd Quarter Sask. Labour Rep. 93.

UNFAIR LABOUR PRACTICE — continued

- Duty to bargain in good faith - Refusal to bargain - Joint venture formed for legitimate business reasons by certified employer unrelated to any attempt to circumvent certification order or collective agreement does not constitute violation of duty to bargain in good faith. (D.B.) p. 536; LRB File No. 052-85.
Sun Electric (1975) Ltd., I.B.E.W., Local 529 and Stm!Baker Joint Venture, [J985] July Sask. Labour Rep. 34.
- Duty to bargain in good faith -Refusal to bargain - Mandatory and permissive items - Board refuses to distinguish between mandatory and permissive items of bargaining and adopts single global obligation to reach entire agreement. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.
- Duty to bargain in good faith - Refusal to bargain - Mandatory items - Board interprets duty to bargain as imposing single global duty - Amount of time spent on particular issue is only factor to be considered with all evidence. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Duty to bargain in good faith- Refusal to bargain - Mandatory items-*The Trade Union Acr* creates no mandatory items for bargaining- Duty to bargain creates single global duty, not many separate duties to bargain every item placed on table - Refusal to discuss individual item is not refusal to bargain. (N.S.) p. 429; LRB File No. 563-81.
Government of Saskatchewan, S.G.E.U., [1982] May Sask. Labour Rep. 44.
- Duty to bargain in good.faiht- Refusal to bargain- Multi-employer bargaining- Is no legal obligation on employer to agree just because union wishes and has expended resources to create multi-employer bargaining. (B.B.) p. 516; LRB File No. 006-93.
Saskatchewan Health-Care Association, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74.
- Duty to bargain in good faith - Refusal to bargain - New position - Board draws distinction between refusal to bargain terms and conditions of new position and refusal to bargain creation of new position - Is no obligation in *The Trade Union Acr* to bargain creation of new position - If issue is covered by collective agreement, failure to bargain would constitute breach of agreement not unfair labour practice. (N.S.) p. 407; LRB File Nos. 446-81 & 511-81.
Saskatoon Credit Union Ltd., U.F.C.W., Local 1400, [1982] May Sask. Labour Rep. 41.
- Duty to bargain in good faith - Refusal to bargain - New position - Board articulates policy that new position in "all-employee" unit remains in unit until Board finds that it should be excluded as managerial or confidential - Board refuses to find employer guilty as this was first opportunity for Board to express policy. (R.H.) p. 453; LRB File Nos. 199-90 & 234-90.
Wascana Rehabilitation Centre.S.G.E.U., [1991] 3rd Quarter Sask. Labour Rep. 56.

UNFAIR LABOUR PRACTICE continued

- Duty to bargain in good faith - **Refus**to bargain -New position - Is nothing in *The Trade Union Act* that requires employer to negotiate with union or even consult with union before creating or abolishing position - Collective agreement may contain restrictions. (J.H./R.H.) p. 77; LRB File No. 082-89.
City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.
- Duty to bargain in good faith - **Refus**to bargain -New position - Employer has obligation to bargain terms and conditions of employment when new position is created during term of collective agreement because no terms for position exist in collective agreement. (D.B.) p. 556; LRB File No. 419-84.
Beverage Central Ltd, S.J.B. W.D.S.U., Local480, [1985] July Sask. Labour Rep. 45.
- Duty to bargain in good faith - **Refus**to bargain - No employees - Absence of employees does not effect validity of certification order or obligation to bargain during such periods. (N.S.) p. 382; LRB File No. 144-81.
Prince Albert Comprehensive High School Board, U.B.C.J.A., [1981] Sept. Sask. Labour Rep. 51.
- Duty to bargain in good faith - **Refus**al to bargain - No employees - Certification order requires employer to bargain even though at that particular time there are no employees in unit - Refusal violates s. 11(1)(c) of *the Trade Union Act*. (N.S.) p. 197; LRB File No. 323-78.
Vee-Jac Enterprises Ltd, (unreported).
- Duty to bargain in good faith - **Refus**to negotiation - Purpose of duty to bargain is to foster frank and rational discussion which creates proper environment to conclude collective agreement - Board is reluctant to evaluate reasonableness and fairness of proposals. (B.B.) p. 442; LRB File No. 264-92.
Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.
- Duty to bargain in good faith - **Refus**to bargain - Reasonableness of proposal - So long as proposal can be lawfully agreed to and is not designed to ensure failure of bargaining, the Board will not evaluate reasonableness of proposal. (D.B.) p. 1645; LRB File No. 254-88.
University of Saskatchewan University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52.
- Duty to bargain in good faith - **Refus**al to bargain - Reclassified position - Conversion of in-scope positions into management positions by assignment of managerial duties is not contrary to *The Trade Union Act* when done for legitimate business reasons - Consent of union is not needed - Is no duty to negotiate but ¹⁴there is duty to consult with union if it has significant effect on unit. (J.H./R.H.) p. 77; LRB File No. 082-89.
City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.

UNFAIR LABOUR PRACTICE- continued

- Duty to bargain in good faith - Refusal to bargain - Reclassified position - Employer cannot unilaterally treat in-scope position as out-of-scope position because it views position as managerial - If employer concludes agreement that includes position in unit it must exclude it through bargaining process or in accordance with ss. 5(j) or (k) of *The Trade Union Act* - Circumstance is not same as creation of new position. (D.B.) p. 1259; LRB File No. 165-87.
Regina General Hospital, C.U.P.E., Local 176, [1988] Fall Sask. Labour Rep. 35.
- Duty to bargain in good faith - Refusal to bargain - Reclassified position - Refusal by employer to continue negotiations over whether position is in-scope or out-of-scope constitutes breach of duty to bargain - Proper procedure is to apply to Board for exclusion. (N.S.) p. 184. LRB File No. 192-78.
CLC Loca/481 v. S.G.E.U., (unreported).
- Duty to bargain in good faith - Refusal to bargain - Refusal to agree to proposals of other party however reasonable does not constitute refusal to bargain. (N.S.) p. 429; LRB File No. 563-81.
Government of Saskatchewan, S.G.E.U., [1982] May Sask. Labour Rep. 44.
- Duty to bargain in good faith - Refusal to bargain - Refusal to appoint arbitrator occurring before collective agreement is signed does not constitute violation of duty in s. II(1)(c) of *The Trade Union Act*. (N.S.) p. 298; LRB File No. 165-80.
B.A. Construction Ltd., C.G.W.U., Local 1890, [1980] Nov. Sask. Labour Rep. 39.
- Duty to bargain in good faith - Refusal to bargain - Refusal to meet - Employer delivering best proposal - No impasse reached - Union is entitled to opportunity to review proposal and respond in face-to-face discussions. (D.B.) p. 1645; LRB File No. 254-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52.
- Duty to bargain in good faith - Refusal to bargain - Refusal to meet - Employer is not responsible for lack of bargaining when union has not made reasonable efforts to bargain or availed itself of opportunities presented by employer. (B.B.) p. 1; LRB File No. 020-92.
Beechy Union Hospital, S.E.I.U., Local 336, [1992] 3rd Quarter Sask. Labour Rep. 74.
- Duty to bargain in good faith - Refusal to bargain - Refusal to meet is not justified because of previous unfair labour practice by other party - One unfair labour practice does not justify another. (D.B.) p. 1645; LRB File No. 254-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1989] Fall Sask. Labour Rep. 52.
- Duty to bargain in good faith - Refusal to bargain - Refusal by employer to meet within geographic boundaries of unit is not designed to impede bargaining and does not constitute unfair labour practice. (R.H.) p. 197; LRB File No. 094-90.
Last Mountain School Division No. 29, C.U.P.E., [1990] Fall Sask. Labour Rep. 91.

UNFAIR LABOUR PRACTICE ___. continued

Duty to bargain in good faith - Refusal to bargain - Signing of collective bargaining agreement, following service of proper notice to revise, does not bring obligation to bargain to end when it was not intention of parties - No new notice is necessary - Employer remains under duty to bargain. (J.H./B.B.) p. 149; LRB File No. 120-92.
City of Saskatoon, A.T.U., [1992] 4th Quarter Sask. Labour Rep. 80.

Duty to bargain in good faith - Refusal to bargain - Statutory pension plan - Refusal to negotiate such plan over which employer has: no control does not constitute refusal to bargain. (N.S.) p. 429; LRB File No. 563-81.
Government of Saskatchewan, S.G.E.U., [1982] May Sask Labour Rep. 44.

Duty to bargain in good faith - Refusal to bargain - Successor employer is obligated to negotiate for settlement of grievances filed by employees of former owner. (D.B.) p. 922; LRB File No. 136-86.
Fairford Industries Ltd., U.I.W.A., Local 8294, Merit Manufacturing Inc. and Moose Jaw Steel Fab Services Ltd., [1986] Nov. Sask. Labour Rep. 42.

Duty to bargain in good faith - Refusal to bargain - Third party interference - Employer was affected by budgetary and other decisions made by third party government - Third party complicates and frustrates employer's ability to bargain with union - Was no evidence of bad faith where employer was honestly reacting to external events it could not control or anticipate. (B.B.) p. 516; LRB File No. 006-93.
Saskatchewan Health-Care Association, C.U.P.E., [1993] 2nd Quarter Sask. Labour Rep. 74.

Duty to bargain in good faith - Refusal to bargain - Voluntary negotiations - Reorganization - Is no duty requiring employer to negotiate reorganization but having agreed to do so, employer violated s. U(1)(c) *The Trade Union Act* by abruptly breaking off negotiations. (B.B.) p. 271 LRB File No. 197-92.
WaterGroup Canada Ltd., S.J.B.R.W.D.S.U. and Aquafine Water Ltd., [1993] 1st Quarter Sask. Labour Rep. 111.

Duty to bargain in good faith - Refusal to bargain - Whether anti-union animus is required to establish unfair labour practice - Board deciding anti-union animus is not required to establish failure to bargain. (B.B.) p. 1770; LRB File No. 192-94.
Santa Maria Senior Citizens Home Inc., C.U.P.E., Local 2569, [1994] 4th Quarter Sask. Labour Rep. 134.

Duty to bargain in good faith - Refusal to bargain - Whether employer had failed to bargain in good faith in violation of s. 11(1) c) of *The Trade Union Act* - Board deciding that employer had failed to bargain in good faith. (B.B.) p. 1329; LRB File No. 039-94.
O.K. Economy Stores (A Division of Westfair Foods Ltd.), S.J.B.R.W.D.S.U., [1994] 1st Quarter Sask. Labour Rep. 101.

UNFAIR LABOUR PRACTICE-continued

- Duty to bargain in good faith - Refusal to bargain - Whether employer position that union could not have names of new employees or access to premises without "purchasing" these rights in bargaining constituted breach of duty to bargain - Board deciding that employer had violated duty. (J.H./B.B.) p. 1082; LRB File Nos. 148-93, 151-93, 192-93, 193-93 & 194-93.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, P994) 1st Quarter Sask. Labour Rep. 169.
- Duty to bargain in good faith - Refusal to bargain - Where employer's bargaining representatives lack authority, have no clear mandate, are imperfectly briefed and unable to explain their position, employer is in breach of duty to negotiate in good faith - Representatives must come to table with sufficient information and authority to permit meaningful bargaining. (B.B.) p. 442; LRB File No. 264-92.
Government of Saskatchewan, S.G.E.U., [1993] 1st Quarter Sask. Labour Rep. 261.
- Duty to bargain in good faith - Refusal to bargain - Whether reallocation of earned days off constituted violation of s. 11(1)(c) of *The Trade Union Act* - Board deciding that issue is based in provisions of collective agreement and that deferral to arbitration is appropriate. (J.H./B.B.) p. 1547; LRB File No. 145-94.
University of Regina, C.U.P.E., Local 975, [1994] 3rd Quarter Sask. Labour Rep. 194.
- Duty to bargain in good faith - Refusal to bargain - Whether refusal to discuss discipline with union in period prior to first collective agreement constitutes violation of duty to bargain - Board deciding employer had violated duty. (B.B.) p. 1021; LRB File Nos. 196-93, 197-93, 198-93 & 224-93.
Metis Addictions Council of Saskatchewan Inc., S.E.I.U., [1994] 1st Quarter Sask. Labour Rep. 125.
- Duty to bargain in good faith - Surface bargaining - Board will not require employer to engage in surface bargaining by requiring it to go through motions of bargaining when real bargaining has ended. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U. and Teamsters Dairy and Produce Workers, Local 834, [1990] Winter Sask. Labour Rep. 75.
- Duty to bargain in good faith - Unilateral change - Bargain to impasse - Board discussing but not deciding if impasse must be reached before employer is entitled to unilaterally implement change in terms or conditions of work - Board finding impasse existed where parties had engaged in lengthy negotiations on changes and where both clearly understood position of other party. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.
- Duty to bargain in good faith - Unilateral change - Bonus to employees for work done is not gift - Constitutes unilateral change to terms and conditions of employment. (J.H./D.B.) p. 1388 LRB File No. 022-88.
Saskatchewan Power Corporation, E.C.W.U., Local 649, (1988) Winter Sask. Labour Rep. 64.

UNFAIR LABOUR PRACTICE continued

Duty to bargain in good faith - Unilateral change - Early retirement package is term or condition of employment- Unilaterally to employees violates duty to negotiate with union. (B.B.) p. 941; LRB File No. 240-93.

Saskatoon Board of Police (Commissioners), Saskatoon City Police Association, 11993 4th Quarter Sask. Labour Rep. 15 .

Duty to bargain in good faith - Unilateral changes - Unilateral and substantial improvement to terms of employment while negotiating with union raises inference that tactics are designed to undermine union. (J.H.) p. 138 ; LRB File No. 022-88.

Saskatchewan Power Corporation, E.C.W.U., Local 649, [1988] Winter Sask. Labour Rep. 64.

Duty to bargain in good faith - Unilateral changes - Unilateral changes to terms and conditions of employment constitute unfair labour practice under s. 11(1)(m) of *The Trade Union Act* - Prohibition is not absolute - Section 11(1)(m) obligates employer to bargain collectively with union before making unilateral change to conditions of employment when no collective agreement is in force- Applies to certified unions and voluntarily recognized unions. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.

Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.

Duty to bargain in good faith - Unilateral change - Where agreement is in force either by virtue of its terms or s. 4(c) of *The Construction Industry Labour Relations Act*, unilateral change in wages is violation of s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.

Clark Roofing (1964) Ltd. S.M.W.I.A., Local 296, Westeel-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.

Duty to bargain in good faith - Unilateral change - Unilateral reduction in wages while collective agreement is in force is violation of s. 11(1)(c) of *The Trade Union Act*. (D.B.) p. 391; LRB File No. 236-84.

Wm. Clark Interior Ltd. & Wm. Clark Interiors (Sask.), Carpenters Provincial Council of Saskatchewan [1984] Nov. Sask. Labour Rep. 43.

Interference- Access- Employer insisting on amnesty clause for employees who crossed picket line interferes with relationship between union and members - Conduct is unfair labour practice within s. 11(1)(a) of *The Trade Union Act*. (N.S.) p. 26; LRB File No. 375-77.

Morris Rod Weeder Co. Ltd., S.J.B.R.W.D.S.U., Local 955, [1977] Sept. Sask. Labour Rep. 32.

Interference - Access - Employer's property rights are not absolute - Employer must accommodate union's statutory right to represent employees by allowing employee or non-employee union representatives to meet employees on employer's premises during non-working hours unless employer has legitimate business reason for refusal - Where union's access rights are negotiated and included in collective agreement any breach should be dealt with through grievance procedure. (J.H./R.p.) p. 210, LRB File No. 150-89.

Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 48.

UNFAIR LABOUR PRACTICE — continued

Interference - Access - Union has right to organize on employer's premises without employer's consent in certain circumstances. (J.H./R.H.) p. 665; LRB File Nos. 027-92 & 028-92.

Remai Investment Co., E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97.

Interference - Access - Where union and employer negotiate agreement on union's access to employer's premises for union business, Board will respect arrangement. (J.H./R.H.) p. 665; LRB File Nos. 027-92 & 028-92.

Remai Investment Co., E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97.

Interference - Administration of trade union - Comments by employer to employees on union's constitution and disciplinary powers, on effect of union security clause in collective agreement are mere opinions of employer and do not interfere with union's ability to take whatever proceedings and reach any conclusion it wants - No interference with union's administration was established. (D.B.) p. 522; LRB File No. 213-83.

Federated Co-operatives Ltd., U.F.C.W., Local 1400, [1985] May Sask. Labour Rep. 30.

Interference - Administration of trade union - Employer requesting union to conduct vote is not interference with union's internal affairs when employer is merely relying on provision in collective agreement. (J.H./B.B.) p. 675; LRB File No. 106-93.

Regina Health Board, C.U.P.E., (1993) 2nd Quarter Sask. Labour Rep. 229.

Interference - Administration of trade union - Employer spoke to employees on picket line - Nothing said diminished union's ability to administer its constitution. (D.B.) p. 555; LRB File Nos. 115-85 & 116-85.

Smith Roles Ltd., U.S.W.A., [1985] Aug. Sask. Labour Rep. 51.

Interference - Administration of trade union - Status of employees to benefits while on leave for union business is legitimate matter to raise - Does not constitute interference with administration of union. (N.S.) p. 446; LRB File No. 564-81.

Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.

Interference - Administration of trade union - Meaning of interference with administration of union - Did employer's conduct affect union's ability to administer its own affairs. (D.B.) p. 699; LRB File Nos. 168-85, 200-85 to 208-85.

Universal Engine Service & Supply Inc., U.S.W.A., [1986] Feb. Sask. Labour Rep. 69.

Interference - Amnesty clause - Insisting on amnesty clause to point of impasse is not violation of s. 1L(1)(a) of *The Trade Union Act*. (D.B.) p. 128; LRB File No. 349-83.

Moose Jaw Co-operative Association Ltd., V.F.C.W., Local 1400, [1984] Jan. Sask. Labour Rep. 30.

Interference - Closure of business during labour dispute is not contrary to *The Trade Union Act* if sincere and for legitimate reasons. (B.B.) p. 542; LRB File Nos. 007-93 & 011-93.

Wesifair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

UNFAIR LABOUR PRACTICE -.. continued

- Interference - Closure - Closure of business during labour dispute is permissible if made for legitimate business reasons. (B.B.) p. 24; LRB File Nos. 220-92 & 221-92.
Westfair Foods Ltd., S.J.B..W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 86.
- Interference- Closure - Closure of business made for legitimate reasons but where timing of closure was advanced to avoid bargaining, closure constitutes unfair labour practice. (B.B.) p. 240; LRB File Nos. 220-92 & 221-2.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 86.
- Interference-Closure- Closure of facility during bargaining is not contrary to *The Trade Union Act* if for legitimate business reasons. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Limited, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 8
- Interference- Closure- Closure for legitimate reasons is not contrary to *The Trade Union Act*. (B.B.) p. 804; LRB File No. 157-93
Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 454, [1993] 3rd Quarter Sask. Labour Rep. 162.
- Interference - Collective bargaining - frequent changes in negotiating team, long delays in responding to requests for resumption of negotiations and renegeing on settled issues constitute substantial departure from normal standards of bargaining behaviour and are proof of breach of duty. (R.H.) p. 102; LRB File No. 197-89.
Royal Canadian Legion, Branch No. 56, (unreported).
- Interference - Collective bargaining • Interference with rights of employees or union under collective agreement can be violation of s. 11(1)(a) of *The Trade Union Act*. (J.H./B.B.) p. 65; LRB File No. 228-91 .
Plains Poultry Ltd., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 94.
- Interference - Collective bargaining - status of employees to benefits while on leave for union business was raised by employer at bargaining table - Board found issue was legitimate matter to raise and was not attempt to intimidate or coerce employees. (N.S.) p. 446; LRB File No. 564-81 .
Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.
- Interference - Collective bargaining - Threat - Informing union of intention to move location of business during collective bargaining is not threat but simply statement of corporate plans. (D.B.) p. 1111; LRB File No. 095-87.
1-XL Industries Western Clothing Products Division, (unreported)
- Interference - Communication - Amendment in 1983 to s. 11(1)(a) of *The Trade Union Act* adding words "Nothing in this Act shall preclude an employer from communicating with his employees" merely codifies pre-existing law. (D.B.) p. 482; LRB File No. 315-83.
Moose Jaw Co-operative Association Ltd., U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 43.

UNFAIR LABOUR PRACTICE- continued

- Interference - Communication - Captive audience meeting - Compulsory attendance at meeting under threat of suspension to hear employer's version of bargaining is violation of s. 11(1)(a) of *The Trade Union Act*. (R.H.) p. 320; LRB File No. 029-90.
Canadian Linen Supply Co.Ltd., S.J.B.R.W.D.S.U., [1990] FalJ Sask, Labour Rep. 104.
- Interference - Communication - Captive audience meeting is factor to be considered when detennining whether employer's comments have interfered with employees' right under *The Trade Union Act*. (D.B.) p. 5; LRB File No. 457-82.
Boyd Chevrolet Ltd., U.A.W., Local 2183, [1983] Apr. Sask. Labour Rep. 64.
- Interference - Communication - Collective bargaining - Board rejects proposition that employer cannot communicate with employees except for business reasons - Employer is entitled to communicate even on subjects of collective bargaining provided it does not attempt to circumvent union or intimidate, coerce or threaten employees in exercise of rights. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834 and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.
- Interference - Communication - Collective bargaining - Closure possibility was announced directly to employees during bargaining Board must examine tone and environment as well as content of statement- Circumstances establish coercive purpose. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Limited, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Interference - Communication - Collective bargaining - Communicating bargaining position and giving notice of intention to implement unilateral change to terms of employment, if properly done, is not unfair labour practice. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834 and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.
- interference - Commurucation - Collective bargaining - Employer advised employees it would insist on amnesty clause - **If** lawful for employer to raise at bargaining table is lawful to communicate position to employees as long as employer does not attempt to bargain with employees. (D.B.) p. 1082; LRB File No. 013-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 67.
- Interference - Communication - Collective bargaining - Employer communicated its bargaining position directly to employees after position **had** been discussed **with** union - Board held conduct did not violate ss. 11(1)(a),(b) or (c) of *The Trade Union Act* - Union is not exclusive source of information. (D.B.) p. 1498; LRB File No. 158-87.
Interprovincial Ctmcrete Ltd., C.G.W.U., Local 890, [1989] Spring Sask. Labour Rep. 95.

UNFAIR LABOUR PRACTICE — continued

- Interference - Communication - Collective bargaining - Employer is entitled to communicate position to employees on issues that arising during bargaining including ratification procedure adopted by union - Union does not have exclusive right to inform employees. (J.H./D.B.) p. 1459; LRB File No. 158-88.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1989] Spring Sask. Labour IU:p. 68.
- Interference - Communication - Collective bargaining - Employer memo to employees encouraging them to desert strike and return to work is not unfair labour practice. (D.B.) p. 1082; LRB File No. 013-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 67.
- Interference - Communication - Collective bargaining - Employer threat to take action it was not lawfully entitled to take with view to coercing employees to return to work amounted to unfair labour practice. (D.B.) p. 109 ; LRB File No. 034-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Camilla, [1987] May Sask. Labour Rep. 61.
- Interference - Communication - Collective bargaining - If employer could lawfully respond to employees' strike activity it could lawfully inform them of its intention to do so. (D.B.) p. 1098; LRB File No. 034-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61.
- Interference - Communication - Collective bargaining - Principles covering employer communication with union during bargaining are different than with the employees - Employer's duty to disclose to union does not necessarily authorize communication of same information directly to employees. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Limited, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 8 .
- Interference- Communication- Collective bargaining- Telling employees truth about potential loss of bargaining unit jobs if agreement on rates is not reached does not constitute unfair labour practice. (D.B.) p. 868; LRB File Nos. 412-85 & 413-85.
Woodlands Enterprises Ltd.I.W.A., Local 1-184, [1986] July Sask. Labour Rep. 35.
- Interference - Communication - Collective bargaining - Verbal and documentary communications to employees accurately reflected employer's position at bargaining table - Employer admitted that communication was attempt to convince employees to accept offer - Board rejects proposition that such communications are prohibited - Employer is entitled to communicate with employees provided it does not attempt to circumvent union and bargain directly or interfere with employees' rights under *The Trade Union Act* -Test for interference is objective - How does it affect employee of average intelligence and fortitude. (R.H.) p. 320; LRB File No. 029-90.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 104.

UNFAIR LABOUR PRACTICE-continued

Interference - Communication - Direct bargaining - Circulating memorandum to employees setting forth employer's position on collective bargaining is not unfair labour practice. (D.B.) p. 507; LRB File No. 401-84.

IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.

Interference - Communication - Direct bargaining - Discussing or inviting members of bargaining unit to make proposals for establishing own business to provide services now provided by bargaining unit is not unfair labour practice - If employer has right to contract out it has right to discuss it with anyone including its own employees. (D.B.) p. 1602; LRB File Nos. 250-88 & 290-88.

Government of Saskatchewan, S.G.E.U., (1989) Fall Sask. Labour Rep. 28.

Interference- Communication-Direct bargaining- Employer may communicate with employees about subject matter of collectively bargaining without violating ss. 11(1)(a) or (c) of *The Trade Union Act* - Section 11(1)(a) prohibits interference as opposed to any particular topic or subject of conversation - All discussion of issues being bargained is not prohibited - Direct bargaining is prohibited as it constitutes interference with employees' right to bargain through union contrary to s. 11(1)(a) of *Act* and infringes union's exclusive status as bargaining agent contrary to s. 11(1)(c) of *Act*. (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.

Saskatoon Co-operative Association Ltd. - U.F.C.W., Local 1400, (1985) Apr. Sask. Labour Rep. 29.

Interference - Communication - Direct bargaining - Scope of employer's right to communicate with employees about matters being collectively bargained is set out - Direct bargaining with employees and undermining union is prohibited. (D.B.) p. 522; LRB File No. 213-83.

Federated Co-operatives Ltd., U.F.C.W., Local 1400, [1985] May Sask. Labour Rep. 30.

Interference - Communication - Employer who summoned employees to meeting to dissuade them from joining union committed unfair labour practice through interference and violation of s. 11(1)(a) of *The Trade Union Act*. (D.B.) p. 5; LRB File No. 457-82.

Boyd Chevrolet Ltd., U.A.W., Local 2183, [1983] Apr. Sask. Labour Rep. 64.

Interference - Communication - Evidence was presented that employer asked new employees about union sympathies - Board held this practice constituted unfair labour practice. (J.H./B.B.) p. 1082; LRB File Nos. 148-93, 151-93, 192-93, 193-93 & 194-93.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400 and Johnson. [1994] 1st Quarter Sask. Labour Rep. 169.

Interference - Communication - Inaccuracies in employer's communications may not necessarily constitute interference. (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.

Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 29.

UNFAIR LABOUR PRACTICE **J** continued

- Interference - Communication - Organizing campaign - Board will carefully scrutinize employer's communications - Board recognizes employees' dependence and vulnerability to subtle forms of interference - Employer should remain neutral or run inevitable risk of infringing on employees' rights - Employer has right to reply to inaccurate propaganda or state facts on issues directly affecting it or publicize existing terms and conditions of employment and compare with those where collective agreements are in force - Employers must avoid comments on merits of unionization - Employer must justify comments as being for legitimate purpose other than improperly influencing employees. (N.S.) p. 375; LRB File No. 121-81.
SuperValu, Alberta Food and Commercial Workers Union, Local 401, (1981) Oct. Sask. Labour Rep. 38.
- Interference - Communication - Employer called meeting with employees in absence of union to convince them to accept lower wages - Conduct constitutes interference. (D.B.) p. 628; LRB File No. 152-85.
Norsk Contract Sales Ltd., International Union of Painters and Allied Trades, [1985] Oct. Sask. Labour Rep. 41.
- Interference - Communication - Employer's right to communicate is read subject to s. 9 of *The Trade Union Act* which protects employees from employer influence - Employer influence that is prohibited by s. 9 is influence that compromises employees' ability to make informed reasoned decision so that their right to decide should be removed. (J.H./D.B.) p. 692; LRB File Nos. 221-85 & 275-85.
Little-Borland Ltd., U.B.C.J., Local 1805 and Schan, [1986] Feb. Sask. Labour Rep. 55.
- Interference - Communication - Intimidation - Employer's anti-union comments to employees constitute unfair labour practice - Objective test applied - How would comments affect employee of average intelligence and fortitude. (J.H./D.B.) p. 609; LRB File Nos. 079-85, 080-85, 083-85 to 086-85.
Crescent Heights Janitoria Service Ltd., S.J.B.R.W.D.S.U., [1986] Mar. Sask. Labour Rep. 39.
- Interference - Communication - Minister of Crown is permitted liberal right to communicate when explaining government policy or bill. (D.B.) p. 1602; LRB File Nos. 250-88 & 290-88.
Government of Saskatchewan, S.G.E.U., [1989] Fall Sask. Labour Rep. 28.
- Interference - Communication - Organizing campaign - Board reviewed employer's right to discuss merits of union during organizing drive - Rules are applied more stringently during organizing drive. (J.H./R.H.) p. 685; LRB File No. 142-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62.
- Interference - Communication - Organizing campaign - Comments made during initial organizing drive may violate *The Trade Union Act* whereas same comment could be quite harmless if made when union fully established (D.B.) p. 1590; LRB File Nos. 207-88 & 003-89.
Holiday Inn Ltd., Reese and S.J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.

UNFAIR LABOUR PRACTICE- continued

Interference - Communication - Organizing campaign - Communication by employer to employees about union during organizing stage is almost invariably coercive except where employer is responding to false and inaccurate statements from union - Union bears responsibility not to make false or misleading statements to employees about employer - Employer was justified in responding to such statements, even during organizing phase. (J.H./B.B.) p. 418; LRB File No. 158-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400 and Wheeler, [1993] 1st Quarter Sask. Labour Rep. 227.

Interference - Communication - Organizing campaign - Discussion between managers and employees about union organizing campaign require discretion and circumspection by management - Discussions that are nonnal in other circumstances can have different impact when parties are employer and employee. (B.B.) p. 291; LRB File Nos. 196-92 & 214-92.

Regina Exhibition Association Ltd, S.J.B.R.W.D.S.U., [1993] 1st Quarter Sask. Labour Rep. 121.

Interference - Communication - Organizing campaign - Employer became clearly angry and emotional over certification application - Employer made effort to discover union supporters and leader - *The Trade Union Act* prohibits employer from using right to communicate to discourage or influence employees' attitude to union - During organizing drive and during period prior to first agreement, employers must be especially cautious due to vulnerability of employees - Employer's communication rights heavily qualified by prohibition against coercion. (B.B.) p. 931; LRB File No. 183-93.

LifeLine Ambulance Services Ltd, S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 149.

Interference - Communication - Organizing campaign - Employer is not to comment on merits of unionization except in limited circumstances such as countering false propaganda - Otherwise comments constitute interference with employees' right to organize without employer interference. (N.S.) p. 424; LRB File No. 395-81.

Saskatoon Drug & Stationery Company Ltd, U.F.C.W., Local 1400, [1982] Apr. Sask. Labour Rep. 44.

Interference - Communication - Organizing campaign - Employer's intervention in organizing drive for ostensible purpose of ensuring that employees were fully and properly informed was found to be attempt to discourage support. (J.H./B.B.) p. 685; LRB File No. 142-92.

F. W. Woolworth Co. Ltd, U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62.

Interference - Communication - Organizing campaign - Board recognizes extreme vulnerability of employees during period prior to certification vote and almost inevitability that any attempt by employer to participate in representation question will indicate opposition and have effect of discouraging employee support for union. (J.H./B.B.) p. 41; LRB File No. 169-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1992] 3rd Quarter Sask. Labour Rep. 110.

UNFAIR LABOUR PRACTICE continued

Interference - Communication - Organizing campaign - Upon learning of organizing drive employer called meetings with employers for purpose of discussing union - Employer opposition was clear- Board recognizes vulnerability of employees during this phase. (J.H./B.B.) p. 636; LRB File No. 011-92.

WaterGroup Canada Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep.176.

Interference - Communication - ReJesentation vote - Employer is entitled to communicate with employees as long as does not Ergan directly with employees or interfere, restrain, intimidate, threaten or coerce employees. lu.B.) p. 1590; LRB File Nos. 207-88 & 003-89.

Holiday Inn Ltd., Reese and J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.

Interference - Communication - Repr entation vote - Employer is entitled to express views in middle ground between platitudes and interference. (D.B.) p. 1590; LRB File Nos. 207-88 & 003-89.

Holiday Inn Ltd., Reese and S.J. B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.

Interference - Communication - Rep sentation vote - Employer organized general meetings with all employees and distributed written material - General design was to convince employees that union was not necessary - Bf rd found that employer was conducting open campaign against union and held that such cam aigns are almost always coercive. (J.H./R.H.) p. 685; LRB File No. 142-92.

F. W. Woolworth Co. Ltd., V.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62.

Interference - Communication - Representation vote - Employer should remain neutral unless responding to rumours or mi Vepresentations or making statements of fact that are true. (D.B.) p. 1590; LRB File Nos. 207i8 & 003-89.

Holiday Inn Ltd., Reese and S.J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.

Interference - Communication - Sco e of employer's right to communicate - Employer free speech is guaranteed by *Charter of RiRhts and Freedoms* but is also subject to limitations in *The Trade Union Act- Act* does not limit employer's free speech by topic but by purpose or effect- Test is affect on employee of av e intelligence and fortitude. (R.H.) p. 136; LRB File No. 253-89.

City of Saskatoon; . . .

Interference - Communication - Sce of employer's right to communicate - Employer has right to communicate with employeet provided communications do not coerce, intimidate, threaten or constitute direct bargaining or attempt to undermine union's ability to represent employees - Test is objective - What is affect on employee of average intelligence and fortitude. (D.B.) p. 1602LRB File Nos. 250 88 & 290-88.

Government ofSaskatchewan(ln, S.G.E.U., [1989] Fall Sask. Labour Rep. 28.

Interference - Communication - SJe of employer's right to communicate - *Prima facie* right of employer to communicate s limited by s. 11(1)(a) of *The Trade Union Act* - Test for interference is objective - Board must consider comments and attendant circumstances. (J.H./R.H.) p. 10; LRB File o. 176 89.

Canadian Linen Supply C4 Ltd., S.E.L.U., Local299, [1990] Spring Sask. Labour Rep. 63.

UNFAIR LABOUR PRACTICE — continued

- Interference - Communication - Scope of employer's rights to communicate - Restrictions on employer's right to communicate are more relaxed when employees have been represented for years by established union. (D.B.) p. 1602LRB File Nos. 250-88 & 290-88.
Government of Saskatchewan, S.G.E.U., [1989] Fall Sask. Labour Rep. 28.
- Interference - Communication - Scope of employer's right to communicate with employees about matters being collectively bargained - Communication can constitute interference with employees rights under s. 11(1)(a) of *The Trade Union Act* or interference with union's rights under s. 11(1)(c) of *Act*. (D.B.) p. 507LRB File No. 401-84.
IPSCO Inc., U.S.W.A., Local 5890, [1985] Apr. Sask. Labour Rep. 52.
- Interference - Communication - Scope of employer's right to communicate with employees on subject matter of collective bargaining - Not all communication is prohibited - Interference or direct bargaining constitutes unfair labour practice. (D.B.) p. 482; LRB File No. 315-83.
Moose Jaw Co-operative Association Ltd , U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 43.
- Interference - Communication - Threat of closure - Employer believed some employees engaged in illegal strike - Employer made statements in local media to effect that he might permanently transfer work to another facility regardless of legality of strike - Employer's proper response was to warn of lawful discipline if strike is illegal - Employer cannot threaten entire work force with consequences that would punish them regardless of whether their strike was legal or illegal. (J.H./B.B.) p. 651; LRB File No. 228-91.
Plains Poultry Ltd , S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 94.
- Interference - Co-worker opposition - Employer was held responsible for failing to control anti-union employees' behaviour towards pro-union employees - Employer has duty to provide workplace where employees can exercise lawful rights without facing coercion and intimidation. (J.H./B.B.) p. 621LRB File No. 056-92.
WaterGroup Canada Ltd , S.J.B.R.W.D.S.U. and Fettes, [1993] 2nd Quarter Sask. Labour Rep. 193.
- Interference - Co-worker opposition - Board is reluctant to interfere in representation debate between employees as would stifle exercise of very rights it is attempting to protect. (J.H./B.B.) p. 621; LRB File No. 056-92.
WaterGroup Canada Ltd , S.J.B.R.W.D.S.U. and Fettes, [1993] 2nd Quarter Sask. Labour Rep. 193.
- Interference - Discipline - Dismissal of manager for supporting union may constitute unfair labour practice - Depends on impact on other employees and reasons for dismissal. (J.H./D.B.) p. 860; LRB File Nos. 335-85 & 342-85.
Regina Native Women's Association, S.G.E.U., [1986] July Sask. Labour Rep. 29.
- Interference - Discipline - Employer cannot discipline or punish employees for engaging in lawful strike action - Depriving non-striking employees of their right to select among available work and giving them choice of doing struck work or going home was form of interference or coercion. (J.H./B.B.) p. 5; LRB File No. 250-91.
City of Regina, A.T.V., Local 588, [1992] 3rd Quarter Sask. Labour Rep. 90.

UNFAIR LABOUR PRACTICE — continued

- Interference- Discipline - Employer cannot discipline employees for engaging in lawful strike. (O.B.) p. 1098; LRB File No. 034-81
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61.
- Interference - Discipline - Employer's permitted responses to slow-down are to discipline if slow-down is unlawful or to lock-out- Employer is not permitted to withhold pay. (D.B.) p. 1098; LRB File No. 034-87.
Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 61.
- Interference - Discipline - Reprimand was justified for carrying on union activity on company time but may constitute coercion with respect to ss. 11(1)(a) and (g) of *The Trade Union Act* if manner and degree of discipline are unreasonable. (N.S.) p. 476; LRB File No. 177-82.
Trail-Rite Flatdecks Ltd, I.B.E.W., Locals 529 and 2038, [1982] Oct. Sask. Labour Rep. 42.
- Interference - Discipline - Terminating bargaining unit employee because he refused to enter into individual contract of employment constitutes unfair labour practice. (D.B.) p. 1018; LRB File No. 125-86.
Saskatchewan Government Insurance, Saskatchewan Insurance Office and Professional Employees Union, Local 397, [1987] Mar. Sask. Labour Rep. 48.
- Interference - Dismissal - Dismissal contrary to s. 11(1)(e) of *The Trade Union Act* may also intimidate other employees and constitute violation of s. 11(1)(a) of *Act*. (B.B.) p. 969; LRB File Nos. 227-93, 228-93 & 229-93.
LifeLine Ambulance Service Ltd, S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 171.
- Interference- Dismissal -Termination of high-profile union supporter during organizing drive or period prior to first agreement interferes not only with rights of terminated employee, but also with rights of other employees - Where rights of other employees are affected, can be second unfair labour practice under s. 11(1) a) of *The Trade Union Act*. (B.B.) p. 1002; LRB File Nos. 256-93 to 260-93.
Regina Exhibition Association Ltd, S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 216.
- Interference - Dismissal - Discrimination on basis of union activity - Espionage - Whether conduct of employer constituted violations of ss. 11(1)(a),(b), (e), (g) and (h) of *The Trade Union Act* - Board deciding employer's campaign in connection with union organizing constituted unfair labour practices - Board issuing various orders, including orders for reinstatement and monetary loss. (J.H./B.B.) p. 627; LRB File Nos. 101-94, 102-94, 103-94, 134-94 to 140-94, 149-94 & 150-94.
Dutch Industries Ltd, I.A.S.S.O.I.W.U., Locals 771 and 838, [1994] 3rd Quarter Sask. Labour Rep. 210.

UNFAIR LABOUR PRACTICE — continued

Interference - Employer's agent Allegation that employee and member of proposed unit is employer's agent must be carefully scrutinized because of chilling effect of such charges on employees' right to vigorously debate and even oppose union - Congruency of anti-union interest between employee and employer is not proof- Must show employee was acting at request of or under control and direction of management. (J.H./B.B.) p. 418; LRB File No. 158-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400 and Wheeler, [1993] 1st Quarter Sask. Labour Rep. 227.

Interference - Failure to meet with union representative - Board finds employer interfered with employees' right to be represented by union by failing to meet with lawful representative or give any explanation for refusal to meet. (J.H./I.R.H.) p. 210; LRB File No. 150-89.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Summer Sask. Labour Rep. 48.

Interference - Formation of trade union - Whether refusal to give union names of new employees, failure to tell new employees of obligation to join union constituted interference in formation or administration of trade union - Board finding that employer had committed unfair labour practice. (J.H./B.B.), p. 1082; LRB File Nos. 148-93, 151-93, 192-93, 193-93 & 194-93.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400 and Johnson. [1994] 1st Quarter Sask. Labour Rep. 169.

Interference - Lock-out - Employer may lock-out all or some of its employees - Locking out only those who strike is not unfair labour practice. (D.B.) p. 1366; LRB File Nos. 155-87 & 157-87.
Pioneer Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1988] Winter Sask. Labour Rep. 49.

Interference - Lock-out - Locking out only those employees who strike does not violate ss. 11(1)(a) or 11(1)(e) of *The Trade Union Act*. (J.H./D.B.) p. 1632; LRB File No. 232-88.
Weyburn Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask. Labour Rep. 43.

Interference - Lock-out - Two pre-conditions must exist to legality lock-out - First, employer must meet procedural requirements concerning lock-out and restrictions on timing - Second, lock-out must be measured against prohibitions in s. 11 of *The Trade Union Act* - Lock-out must have close connection to collective bargaining objectives not to run afoul of s. 11. (B.B.) p. 542; LRB File Nos. 007-92 & 011-93.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 100.

Interference - Objective test - Does conduct affect employee of average intelligence and fortitude - Protection of *The Trade Union Act* is not denied because specific employees do not appear to be in need of protection. (R.H.) p. 320; LRB File No. 029-90.
Canadian Linen Supply Co. Ltd., S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 104.

Interference - Objective test - Would conduct affect employee of average intelligence and fortitude. (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.
Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1985] Apr. Sask. Labour Rep. 29

UNFAIR LABOUR PRACTICE — continued

Interference - Reorganization - Conversion of in-scope positions into management positions by assignment of managerial duties is not contrary to *The Trade Union Act* when done for legitimate business reasons - Consent of union is not needed - Employer is under no duty to negotiate - Employer may be under duty to consult with union if change has significant effect on unit. (J.H.I.R.H.) p. 77; LRB File No. 082-89.

City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.

Interference - Reorganization - Joint venture for legitimate business reasons does not interfere with employee or union's rights. (D.B.) p. 536; LRB File No. 052-85.

Sun Electric (1975) Ltd., I.E.W., Local 529 and Sun/Baker Joint Venture, [1985] July Sask. Labour Rep. 34.

Interference - Reorganization - Is nothing in *The Trade Union Act* that requires employer to negotiate with union or even consult before creating or abolishing position - Collective agreement may contain restrictions. (J.H.I.R.H.) p. 77; LRB File No. 082-89.

City of Regina, Regina Civic Middle Management Association, [1990] Summer Sask. Labour Rep. 86.

Interference - Replacement workers - Striking employees do not have absolute right to jobs at end of strike - Whether refusal to discharge replacement workers and re-hire strikers is unfair labour practice depends on motive or purpose. (R.H.) p. 102; LRB File No. 192-89.

Royal Canadian Legion, Brt/pch No. 56, S.E.I.U., Local 336, [1990] Summer Sask. Labour Rep. 99.

Interference - Selection of trade union - By actively encouraging employee to oppose union employer interfered in selection of union. (D.B.) p. 699; LRB File Nos. 168-85, 200-85 to 205-85.

Universal Engine Service & Supply Inc., U.S.W.A., [1986] Feb. Sask. Labour Rep. 69.

Interference - Selection of trade union - By requiring members of certified union to join another union as condition of their employment, employer interfered with their right to bargain collectively through union of their choice. (J.H./D.B.) p. 987; LRB File No. 117-85.

Provincial Maintenance Ltd. U.A. and I.B.B., Local 555, [1987] Feb. Sask. Labour Rep. 65.

Interference - Selection of trade union - Employer and certified bargaining agent required employees to renounce membership in any other union - Conduct constitutes interference with employees' freedom to choose bargaining agent and violates s. 11(1)(a) and s. 11(2)(a) of *The Trade Union Act*. (D.B.) p. 173; LRB File Nos. 264-83 & 265-83.

Bessborough Hotel Ltd., H.B.R.E., Local 767 and C.B.R.T., Local 278, [1983] Nov. Sask. Labour Rep. 51.

Interference - Selection of trade union - Encouraging employees to form association rather than join union constitutes interference within ss. 11(1)(a) and (g) of *The Trade Union Act*. (N.S.) p. 476; LRB File No. 180-82.

Trail-Rite Flatdecks Ltd., I.B.E.W., Locals 529 and 2038, [1982] Oct. Sask. Labour Rep. 42.

UNFAIR LABOUR PRACTICE — continued

Interference - Strike - Slowdown - Whether deduction of wages by employer in response to selective performance of duties constituted violation of ss. 11(I)(a)(e) and (f) of *The Trade Union Act* - Board deciding that deduction of wages without making clear assignment of duties constitutes unfair labour practice. (J.H./B.B.) p. 907; LRB File No. 250-93.
Regina Board of Police Commissioners, Regina Police Association Inc., [1993] 4th Quarter Sask. Labour Rep. 126.

Interference - Unilateral changes constitute violation of collective agreement but not violation of s. 11(I)(a) of *The Trade Union Act* (N.S.) p. 103; LRB File No. 008-78.
Wascana Hospital, S.G.E.A., [1978] June Sask. Labour Rep. 4L

Interference - Unilateral changes to terms and conditions of employment - Changes to workplace policies on smoking, presence of dispatchers in dispatch area and private business during work hours could be coercive tactics, but was not established in this case - Changes were examples of employer carrying on business as before. (B.B.) p. 931; LRB File No. 183-93.
LifeLine Ambulance Serllice Ltd, S.E.I.U., Local 299, [1993] 4th Quarter Sask. Labour Rep. 149.

Interference - Unilateral changes to terms and conditions of employment without bargaining collectively in good faith with union violates employees' right to insist changes be negotiated in good faith with union. (D.B.) p. 1230; LRB File No. 302-86.
Midway Sales (1979) Ltd, C.G.W.U., Local 890, [1987] May Sask. Labour Rep. 48.

Interference - Union security - Whether refusal of employer to provide names of new employees, inform new employees of obligation to join union constituted interference with exercise of rights under *The Trade Union Act* - Board deciding employer had committed unfair labour practice. (J.H./B.B.) p. 1082; LRB File Nos. 148-93, 151-93, 192-93, 193-93 & 194-93.
F. W. Woolworth Co. Ltd, U.F.C.W., Local 1400 and Johnson, [1994] 1st Quarter Sask. Labour Rep. 169.

Interference - Whether ascription of disciplinary authority to in-scope employees constituted interference with formation and administration of trade union - Board deciding employer had committed unfair labour practice. (B.B.) p. 102; LRB File Nos. 196-93, 197-93, 198-93 & 224-93.
Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333 and Laliberte, [1994] 1st Quarter Sask. Labour Rep. 125.

interrogation - Employee felt compelled to admit to employer that employee supported union during discussion about certification - Admission was induced and not freely given - Unfair labour practice was found. (J.HJD.B.) p. 653; LRB File Nos. 271-85 to 273-85.
Lafleche Union Hospital, S.U.N., [1985] Dec. Sask. Labour Rep. 57.

Interrogation - Interrogation by employer of employees as to whether they attended union meeting and signed support cards is unfair labour practice. (D.B.) p. 686; LRB File Nos. 253-85 to 255-85.
Choice/and Auto Service Ltd, S.J.B.R.W.D.S.U.* [1986] Feb. Sask. Labour Rep. 61.

UNFAIR LABOUR PRACTICE — continued

- Intimidation - Unfair labour practice established if Board is satisfied that other employees were intimidated even though actual employee who was subject of employer's conduct was not affected. (D.B.) p. 781; LRB File Nos. 400-85 & 046-86.
Canada Safeway Ltd, S.J.B. v. W.D.S.U., Local 480 and Foulger, [1986] May Sask. Labour Rep. 66.
- Intimidation - Whether attempt to ascribe disciplinary authority to in-scope employee constituted intimidation- Board deciding that employer committed unfair labour practice. (B.B.) p. 1021; LRB File Nos. 196-93, 197-93, 198-93 & 224-93.
Metis Addictions Council of Saskatchewan Inc., S.E.I.U., Local 333 and Laliberte, [1994] 1st Quarter Sask. Labour Rep. 125.
- Intimidation - Whether statements made by employer constitute violation of s. 11(1)(a) of *The Trade Union Act*- Board deciding statements were not sufficient to constitute intimidation. (B.B.) p. 1441; LRB File Nos. 007-94 & 012-94.
Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., Local 3477, [1994] 3rd Quarter Sask. Labour Rep. 100.
- Refusal to permit authorized representative to negotiate - Employer is entitled to reasonable notice of meeting and reasonable opportunity to arrange affairs - No unfair labour practice is committed when employer refused meeting for good reason and suggests two other dates. (D.B.) p. 699; LRB File Nos. 168-85, 200-85 & 208-85.
Universal Engine Service & Supply Inc., U.S.W.A., [1986] Feb. Sask. Labour Rep. 69.
- Refusal to permit authorized representative to negotiate - Employer refused to let union representative accompany employee to meeting at which employee was to be dismissed - Events occurred after date of certification but before first agreement- Section 11(1)(d) of *The Trade Union Act* is inapplicable, but s. 11(1)(o) of *Act* obliges employer to accept union representative and to negotiate dispute with representative. (B.B.) p. 1002; LRB File Nos. 256-93 to 260-93.
Regina Exhibition Association Ltd., S.J.B.R.W.D.S.U., [1993] 4th Quarter Sask. Labour Rep. 216.
- Refusal to permit authorized representative to negotiate - President of union and member of grievance committee were dismissed and not allowed to attend grievance meetings - Collective agreement provided that grievance committee was to be composed of employees - Section 11(1)(d) of *The Trade Union Act* is not limited to employees - Where collective agreement and *Act* conflict *Act* prevails. (N.S.) p. 242; LRB File Nos. 315-79 to 317-79 & 001-80 to 003-80.
Westank-Willock, U.S.W.A., Local 14728, [1980] May Sask. Labour Rep. 72.
- Refusal to permit authorized representative to negotiate - Status of employees to benefits while on leave for union business is legitimate issue for employer to raise at bargaining table and does not violate s. 11(1)(d) of *The Trade Union Act*. (N.S.) p. 446; LRB File No. 564-81.
Government of Saskatchewan, S.G.E.U., [1982] June Sask. Labour Rep. 58.

UNFAIR LABOUR PRACTICE — continued

- Refusal to permit authorized representative to negotiate - Where there is no collective agreement in effect providing for grievance proceedings, employer is under no obligation to process grievances but refusal to negotiate disputes with union on work time does violate s. 11(1)(d) of *The Trade Union Act*. (N.S.) p. 260 LRB File Nos. 009-80 & 013-80.
Bird Machine Co. of Canada Ltd., U.S.W.A., [1980] May Sask. Labour Rep. 61
- Refusal to discharge employee - Union security - Where employee has been expelled from union neither s. 36, s. 11(1)(p) or s. 11(2)(e) of *The Trade Union Act* give Board jurisdiction to review internal union discipline or expulsion proceedings - Employer is under no duty to examine legality of expulsion before complying with union's request to terminate expelled employee. (N.S.); LRB File Nos. 061-80, 062-80 & 063-80.
Moose Jaw Sash and Door Co. (1963) Ltd., I.W.A., [1980] Dec. Sask. Labour Rep. 40.
- Remedy - Closure - No reinstatement was ordered when business was closed and positions no longer exist. (D.B.) p. 595; LRB File Nos. 135-85 to 141-85.
Reve/stoke Companies Ltd., C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.
- Remedy - Closure- Reinstatement was not ordered. (D.B.) p. 686; LRB File Nos. 253-85 to 255-85.
Choice/and Auto Service Ltd., S.J.B.R.W.D.S.U., [1986] Feb. Sask. Labour Rep. 61.
- Remedy - Damages - Causation - Union must establish causal link between unfair labour practice found and damages claimed. (B.B.) p. 233; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Remedy - Demotion - Board distinguishes between discharge or suspension and demotion - Section 11(1)(e) and ss. 5(f) and (g) of *The Trade Union Act* only apply to discharge or suspension. (D.B.) p. 300; LRB File No. 112-84.
Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] July Sask. Labour Rep. 44.
- Remedy - Duty to bargain in good faith - Interim order - Application alleged failure of employer to bargain in good faith - Whether change in allocation of earned days off should be enjoined - Board deciding that injunction should be refused - Irreparable harm was not established - "Strong *prima facie* case" standard where injunction would have effect of preempting decision on substantive issues - "Strong *prima facie* case" was not established. (B.B.) p. 1432; LRB File No. 146-94.
University of Regina, C.U.P.E., Local 1975, [1994] 3rd Quarter Sask. Labour Rep. 91.
- Remedy - Duty to bargain in good faith - Interim order - Whether steps taken by employer constituted grounds for interlocutory and interim order - Board issuing order preventing employer from making two changes in terms and conditions of employment. (B.B.) p. 1785; LRB File No. File No. 238-94.
Prairie Micro-Tech Inc., S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 147.

UNFAIR LABOUR PRACTICE — continued

Remedy - Duty to bargain in good faith - Offer - Employer unilaterally withdrew offer after vote under s. 45 of *The Trade Union Act* was ordered but before vote conducted - Board directed employer to reinstate offer pursuant to s. 5(e). (B.B.) p. 376; LRB File No. 229-92.

Western Canadian Beef Packers Ltd., U.F.C.W., Local 226-2, (1993) 1st Quarter Sask. Labour Rep. 189.

Remedy - Duty to bargain in good faith - Reinstatement and monetary loss - Employer improperly terminated negotiations with union over reorganization which resulted in lay-offs - Remedy under s. 5 and 42 of *The Trade Union Act* includes reinstatement and monetary loss. (B.B.) p. 271; LRB File No. 197-92.

WaterGroup Canada Ltd., S.J.B.R.W.D.S.U. and Aquafine Water Ltd., (1993) 1st Quarter Sask. Labour Rep. III.

Remedy - Hiring - Board has no jurisdiction to order employer to hire person even when Board finds person was denied employment contrary to s. 11(1)(e) of *The Trade Union Act* - Sections 5(f) and (g) of *Act* limit Board's jurisdiction to cases where discharge was contrary to *Act* - Hiring and firing are substantially different. (D.B.) p. 1143; LRB File Nos. 410-86 & 411-86.

Civ of Saskatoon, C.U.P.E., Local 59, [1987] Sept. Sask. Labour Rep. 38.

Remedy - Injunction - Duty to bargain in good faith - Application alleged failure of employer to bargain in good faith - Whether change in allocation of earned days off should be enjoined - Board deciding that injunction should be refused - Irreparable harm was not established - "Strong *prima facie* case" is used as standard where injunction would have effect of preempting decision on substantive issues - "Strong *prima facie* case" was not established. (B.B.) p. 1432; LRB File No. 146-94.

University of Regina, C.U.P.E., Local 1975, [1994] 3rd Quarter Sask. Labour Rep. 91.

Remedy - Injunction - Interference - Serious issue was raised on application and irreparable harm was established - Injunction was granted pending bearing of application - Hearing was expedited. (J.H./R.H.) p. 663; LRB File No. 142-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62.

Remedy - Injunction - Interference - Irreparable harm established as Board lacks jurisdiction to grant adequate remedy if employee successfully discourages support for union - Balance of convenience favours granting injunction. (J.H./R.H.) p. 663; LRB File No. 142-92.

F. W. Woolworth Co. Limited v. F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 62.

Remedy - Injunction - Interference - Where employer is conducting open campaign against certification, injunction will be granted under s. 5(e) of *The Trade Union Act* to prohibit employer from discussing representation issue with employees pending vote - irreparable harm was established as Board lacks jurisdiction to grant adequate relief if employer discourages employees from supporting union. (J.H./R.H.) p. 685; LRB File No. 142-92.

F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 64.

UNFAIR LABOUR PRACTICE — continued

- Remedy - Injunction - Intimidation - Discrimination on grounds of union activity - Whether change in holiday schedule for non-striking employees should be enjoined - Board deciding that injunction should be refused - "Strong *prima facie* case" is standard applied where injunction would have effect of preempting decision on substantive issues - "Strong *prima facie* case" was not established. (B.B.) p. 1498; LRB File No. 161-94.
City of Saskatoon, I.B.E.W., Local319, [1994] 3rd Quarter Sask. Labour Rep. 152.
- Remedy - Injunction - Strike - Deduction of wages - Employer deducted wages from employees engaged in lawful strike which took form of slowdown - Injunction pending hearing of application on merits was refused as no irreparable harm is found when employer has means to pay adverse award and gives clear undertaking to do so. (J.H./B.B.) p. 907; LRB File No. 250-93.
Regina Board of Police Commissioners, Regina Police Association Inc., [1993] 4th Quarter Sask. Labour Rep. 126.
- Remedy - Injunction - Unilateral change - Where union is newly certified and no fitSt collective agreement exists, unilateral reorganization involving lay-offs that is implemented by employer will be enjoined pending hearing on merits of application - Injunction granted as relationship is in early and fragile stage and damage to union's credibility is irreparable. (B.B.) p. 54; LRB File No. 197-92.
WaterGroup Canada Limited, S.J.B.R.W.D.S.U., [1992] 3rd Quarter Sask. Labour Rep. 121.
- Remedy - Injunction - Unilateral change - Whether employer should be enjoined from unilateral implementation of changes in collective agreement - Board deciding requirements for issuing of interlocutory injunction were met. (B.B.) p. 1139; LRB File No. 039-94.
O.K. Economy Stores (A Division of Westfair Foods Ltd.), S.J.B.R.W.D.S.U., (1994) 2nd Quarter Sask. Labour Rep. 131.
- Remedy - Injunction - Unilateral change - Whether steps taken by employer constituted grounds for interlocutory and interim order - Board issuing order preventing employer from making two changes in terms and conditions of employment. (B.B.) p. 1785; LRB File No. 238-94.
Prairie Micro-Tech Inc., S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 147.
- Remedy - Monetary loss - Award - Lawful terminations that were advanced in time for unlawful purpose resulted in award of monetary loss. (B.B.) p. 240; LRB File Nos. 220-92 & 221-92.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Remedy - Monetary loss - Award - Reduction in hours resulted in lost wages - Employer was ordered pursuant to s. 5(e) and s. 42 of *The Trade Union Act* to reimburse employees in circumstances that did not constitute a discharge. (B.B.) p. 829; LRB File No. 128-93.
Town of Watrous, C.U.P.E., Local3597, [1993] 4th Quarter Sask. Labour Rep. 52.
- Remedy - Monetary loss - Calculation - Board refused to deduct from employee's loss the days the employee spent at Board hearings. (N.S.) p. 209; LRB File Nos. 063-79, 069-79, 081-79, 083-79 & 087-79.
Rite Way Mfg. Co. Ltd., U.S.W.A., [1979] Aug. Sask. Labour Rep. 56.

UNFAIR LABOUR PRACTICE — continued

Remedy - Monetary loss - Calculation of monetary loss was ordered in earlier decision - Whether union could make claim based on employer conduct subsequent to issuing of original decision - Board deciding that union could not make such claim. (8.8.) p. 1361 LRB File No. 198-93.

Metis Addictions Council of 'saskatchewan Inc, S.E.I.U., Local 333. [1994] 2nd Quarter Sask. Labour Rep. 175.

Remedy - Monetary loss - Calculation Days worked is deducted from days unemployed instead of deducting earnings from loss. (D.B.) p. 203; LRB File Nos. 167-83 & 169-83.

A.V. Concrete Forming System Ltd., Operative Plasterers & Cement Masons, Local 442, [1984] Mar. Sask. Labour Rep. 35.

Remedy - Monetary loss - Calculation - Employee is entitled to fair and full compensation. (D.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85.

Revelstoke Companies Ltd., G.W.U., Local 890, (1985) Oct. Sask. Labour Rep. 56.

Remedy - Monetary loss - Calculation - In absence of evidence that employer's operation changed in way that would alter employee's hours the Board calculated monetary loss on average number of hours worked per week prior to discharge. (D.B.) p. 1254; LRB File No. 191-87.

North Regina Mediclinic, C.U.P.E., 572002 Saskatchewan Ltd. and Marshall, [1988] Mar. Sask. Labour Rep. 39.

Remedy - Monetary loss - Calculation - It is policy of Board to disregard benefits such as U.I.C. and holiday pay when calculating loss, whether or not employee is under any legal obligation to repay U.I.C. upon receiving compensation. (N.S.) p. 209; LRB File Nos. 063-79, 069-79, 081-79, 083-79 & 087-79.

Rite Way Mfg. Co. Ltd., U.S.W.A., [1979] Aug. Sask. Labour Rep. 56.

Remedy - Monetary loss - Calculation Loss is calculated by deducting days worked from total days of unemployment, as opposed to deducting earnings from loss - Deducting earnings from loss prejudices employees who obtain brief employment at higher rates. (N.S.) p. 209; LRB File Nos. 063-79, 069-79, 081-79, 083-79 & 087-79.

Rite Way Mfg. Co. Ltd., U.S.W.A., [1979] Aug. Sask. Labour Rep. 56.

Remedy - Monetary loss - Calculation - Loss is calculated on net days person is unemployed - Days employed are subtracted from days unemployed, instead of earnings subtracted from total loss - Board assesses loss up to date of hearing as opposed to date of reinstatement order - Board retains jurisdiction to assess additional monetary loss if employer refuses to reinstate after hearing. (N.S.) p. 60; LRB File No. 004-77.

Medstead School Unit No., (reported).

Remedy - Monetary loss - Calculation - Monetary loss commences on date of discharge and continues until order is complied with or employees are no longer able or willing to work. (D.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85.

Revelstoke Companies Ltd., G.W.U., Local 890, (1985) Oct. Sask. Labour Rep. 56.

Remedy - Monetary loss - Calculation - No compensation is payable for period when would have been no work anyway. (D.B.) p. 90; LRB File No. 110-82.

City Iron Works Ltd., U.S.W.A., [1983] Sept. Sask. Labour Rep. 47

UNFAIR LABOUR PRACTICE- continued

Remedy - Monetary loss - Calculation - No monetary loss was awarded where Board was satisfied work would not have been available. (N.S.) p. 205; LRB File No. III-79.

Rite Way Manufacturing Company Limited, (unreported).

Remedy - Monetary loss - Calculation - Where employee's length of tenure was indefinite and uncertain, Board must calculate monetary loss on basis of what would most likely have happened if employee had not been unlawfully terminated. (J.H./B.B.) p. 67; LRB File No. 069-92.

College of Notre Dame, S.U.N. and Schubert. [1992] 3rd Quarter Sask. Labour Rep. 132.

Remedy - Monetary loss - Delay - Application for reinstatement and monetary loss must be filed as soon as possible and pursued diligently - Compensation may be denied for delay. (D.B.) p. 760LRB File Nos. 137-85, 139-85 & 141-85.

Reve/stoke Companies Ltd., C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.

Remedy - Monetary loss - Delay in reinstatement - When Board orders reinstatement and monetary loss calculated to date and employer thereafter fails to fully reinstate employee, employee may apply for further monetary loss and Board will continue to make orders for monetary loss until reinstatement order is fully complied with. (D.B.) p. 1254LRB File No. 191-87.

North Regina Mediclinic, C.U.P.E., 572002 Saskatchewan Ltd. and Marshall, [1988] Mar. Sask. Labour Rep. 39.

Remedy - Monetary loss - Interest - Method of calculation - Board suggests "rough and ready" formula. (J.H./R.H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.

Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Remedy - Monetary loss - interest - Prejudgment interest - Section 5(g) of *The Trade Union Act* is broad enough to permit award of prejudgment interest as part of "monetary loss". (J.H./R.H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.

Remai Investment Co., S.J.B.R.W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Remedy - Monetary loss - Lawful terminations advanced in time for unlawful purpose - Monetary loss was ordered. (B.B.) p. 240LRB File Nos. 220-92 & 221-92.

Westjair Foods Ltd., S.J.B.R.W.D.S.U., Local 454, [1993] 1st Quarter Sask. Labour Rep. 86.

Remedy - Monetary loss - Mitigation - Considering employer's animosity employee is not obligated to apply for vacant out-of-scope position. (D.B.) p. 1254; LRB File No. 191-87.

North Regina Mediclinic, C.U.P.E., 572002 Saskatchewan Ltd. and Marshall, (1988) Mar. Sask. Labour Rep. 39.

Remedy - Monetary loss - Mitigation - Employees failed to report for work on day set for reinstatement - Board is not prepared to penalize employees when Board does not believe employees would have been given employment if they had reported - Board retains jurisdiction to determine additional loss subsequent to hearing if employees are not reinstated. (N.S.) p. 201; LRB File Nos. 219-78, 261-78, 264-78, 267-78 & 270-78.

Clark Construction & Concrete Ltd., Chauffeurs, Teamsters and Helpers, Local 395, [1979] June Sask. Labour Rep. 31.

UNFAIR LABOUR PRACTICE — continued

Remedy - Monetary loss- Mitigation - Failure to mitigate will reduce award. (O.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85 .

Revelstoke Companies Ltd., O.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.

Remedy - Monetary loss - Mitigation Onus is on employer to show employee has failed to mitigate - Onus is not on employee to show employee has made every reasonable effort. (J.H./B.B.) p. 583; LRB File No. 058-90.

Remai Investment Co., S.J.B. - W.D.S.U., [1990] Winter Sask. Labour Rep. 97.

Remedy - Monetary Loss - Striking employees - Generally claim for monetary loss must be reduced for period that employees would have been on strike - Principle is not applied where termination is direct cause of strike and Board is satisfied that but for unlawful termination, employee would have been working. (J.H./R.H.) p. 477; LRB File Nos. 056-90, 057-90 & 058-90.

Remai Investment Co., S.J.B. - W.D.S.U., [1990] Winter Sask. Labour Rep. 97,

Remedy - Reinstatement - Closure - No reinstatement is ordered when business is closed and positions no longer exist. (D.B.) p. 595; LRB File Nos. 135-85 to 141-85.

Revelstoke Companies Ltd., O.G.W.U., Local 890, (1985) Oct. Sask. Labour Rep. 56.

Remedy - Reinstatement - Closure - Reinstatement is not ordered where business is closed. (D.B.) p. 686; LRB File Nos. 253-85 to 255-85.

Choice/and Auto Service Ltd., S.J.B.R.W.D.S.U., [1986] Feb. Sask. Labour Rep. 61.

Remedy - Reinstatement- Demotion - Board distinguishes between discharge or suspension and demotion- Sections 11(1)(e), (f) and 5(g) of *The Trade Union Act* only apply to discharge or suspension. (O.B.) p. 300; LRB File No. 112-84.

Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, [1984] July Sask. Labour Rep. 44.

Remedy - Reinstatement - Discharge - suspension - Board looks at substance not form - If employer does not intend to recall employee within reasonable time Board will consider employee discharged. (O.B.) p. 1106; LRB File No. 335-86.

Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] June Sask. Labour Rep. 37.

Remedy - Reinstatement- Discharge or suspension- Board's jurisdiction under ss. 5(f) and (g) of *The Trade Union Act* is confined to cases of discharge - Board has no jurisdiction in cases of suspension. (O.B.) p. 1106; LRB File No. 335-86.

Bi-Rite Drugs Ltd., S.J.B.R.W.D.S.U., Local 454, [1987] June Sask. Labour Rep. 37.

Remedy - Reinstatement - Employee is not required to physically present self for re-employment after order is served on employer where employee made reasonable effort to return to employment - Monetary loss is awarded. (J. D.B.) p. 728; LRB File No. 079-85.

Crescent Heights Janitorial Services Ltd., S.J.B.R.W.D.S.U., [1985] Oct. Sask. Labour Rep. 50,

UNFAIR LABOUR PRACTICE — continued

- Remedy - Reinstatement - Employee misconduct - Remedies are discretionary - Board will review all circumstances including employee misconduct before making award. (O.B.) p. 755; LRB FiJe Nos. 431-85 & 432-85.
Regina Exhibition Association, H.E.R.E., Local 767, [1986] Apr. Sask. Labour Rep. 42.
- Remedy - Reinstatement - Failure to appear - Employee who fails to appear after receiving several opportunities will have unfair labour practice application and application for reinstatement and monetary loss dismissed. (J.H./D.B.) p. 731; LRB File Nos. 081-85 & 082-85.
Crescent Heights Janitorial Service, S.J.B.R.W.D.S.U., [1986] Mar. Sask. Labour Rep. 42.
- Remedy - Reinstatement - Hiring of employee - Board has no jurisdiction to order employer to hire person even when Board finds person was denied employment contrary to s. 11(1)(e) of *The Trade Union Act* - Sections 5(f) and 5(g) limit Board's jurisdiction to cases where discharged was contrary to *Act*- Hiring and firing are substantially different. (D.B.) p. 1143; LRB File Nos. 410-86 & 411-86.
City of Saskatoon, C.U.P.E., Local 59, [1987] Sept. Sask. Labour Rep. 38.
- Remedy - Reinstatement - Lay-off - Employee was reinstated to laid-off position of summer replacement. (O.B.) p. 1469; LRB File Nos. 209-88 to 211-88.
City of Yorkton, Yorkton Fire Fighters Association, Local 1527, [1989] Spring Sask. Labour Rep. 74.
- Remedy - Reinstatement - Reinstatement can only be ordered to position from which employee was discharged - Where position was abolished, employee should be reinstated to nearest equivalent remaining employment. (N.S.) p. 136; LRB File Nos. 001-78 & 003-78.
Kinistino and District Housing Corporation, C.U.P.E., Local 2120 and Robinson, [1979] Jan. Sask. Labour Rep. 35.
- Remedy - Reinstatement - Where employee was assigned to various positions on as-needed basis prior to termination, Board refused to order reinstatement to specific position - Board cautioned employer not to discriminate against employee on future work assignments. (J.H./RR) p. 462; LRB File No. 148-91.
A.S.L Paving Ltd., Kalyniuk, [1991] 4th Quarter Sask. Labour Rep. 59.
- Remedy - Reinstatement and monetary loss - Board endeavours to place employee in same position employee would have been in had employee not been discharged - As employee was probationary employee and would have been laid-off anyway Board directed reinstatement to status of probationary employee on lay-off - Monetary loss was ordered for period between date of improper discharge and date of normal lay-off (J.H./R.H.) p. 7; LRB File No. 180-89.
Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834 and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.
- Remedy- Reinstatement and monetary loss- Board's authority under ss. 43(5)(b) and (c) of *The Trade Union Act* are confined to employees who are displaced by technological change. (D.B.) p. 868; LRB File Nos. 412-85 & 413-85.
Woodlands Enterprises Ltd., I.W.A., Local 1-184, [1986] July Sask. Labour Rep. 35.

UNFAIR LABOUR PRACTICE — continued

Remedy - Reinstatement and monetary loss - Board's powers to order reinstatement and monetary loss are confined to cases of discharge - Power does not extend to suspensions. (D.B.) p. 604; LRB File Nos. 163-85 to 165-85.

Universal Engine Service & Supply Inc., U.S.W.A., [1985] Oct. Sask. Labour Rep. 58.

Remedy - Reinstatement and monetary loss - Board's powers to order reinstatement and monetary loss are discretionary - Reinstatement was ordered but monetary loss was refused because of employee's misconduct. (J.H.I.Q.B.) p. 925; LRB File No. 342-85.

Regina Native Women's Association, S.G.E.U., [1986] July Sask. Labour Rep. 29.

Remedy - Reinstatement and monetary loss - Board's powers under ss. 5(t) and (g) of *The Trade Union Act* are confined to employees - Section 42 does not expand Board's jurisdiction where elsewhere it is expressly limited - Board has no jurisdiction to award monetary loss to managers. (J.H./D.B.) p. 860; LRB File Nos. 335-85 & 342-85.

Regina Native Women's Association, S.G.E.U., [1986] July Sask. Labour Rep. 29.

Remedy - Reinstatement and monetary loss - Hiring of employees - Remedies of reinstatement and monetary loss are available where there has been discrimination in hiring. (J.H./R.H.) p. 349; LRB File Nos. 254-89 & 255-a9.

City of Saskatoon, C.U.P.E., Local 59, [1991] 1st Quarter Sask. Labour Rep. 77.

Remedy - Reinstatement and monetary loss - Lawful termination accelerated in time due to employee's union activity - Board ordering reinstatement and monetary loss for period lost due to acceleration of termination. (J.J.I.B.B.) p. 900; LRB File Nos. 180-93, 181-93 & 182-93.

Rural Municipality of Lipton, No. 217, I.U.O.E., Local 870, [1993] 4th Quarter Sask. Labour Rep. 119.

Remedy - Reinstatement and monetary loss - Legal lock-out at some point was converted into illegal closure - Employer was ordered to compensate employees for one-half of period - Amount was discounted to reflect possibility of strike and lay-offs for legitimate reasons. (B.B.) p. 240; LRB File Nos. 220-92 & 221-p2.

Westfair Foods Ltd., S.J.B.W.D.S.U., Local 454, (1993) 1st Quarter Sask. Labour Rep. 86.

Remedy - Reinstatement and monetary loss - Monetary loss was ordered although reinstatement was not ordered. (D.B.) p. 760; LRB File Nos. 137-85, 139-85 & 141-85.

Revelstoke Companies Ltd., C.G.W.U., Local 890, [1985] Oct. Sask. Labour Rep. 56.

Remedy - Reinstatement and monetary loss - Successor employer - Sections 5(t) and (g) of *The Trade Union Act* permit Board to make order against employer - Ordinarily order is made against employer who discharged employee - Section is wide enough to permit order to be made against successor employer. (J.H./R.H.) p. 276; LRB File No. 053-90.

Remai Investment Co., S.J.B.W.D.S.U., [1990] Winter Sask. Labour Rep. 100.

UNFAIR LABOUR PRACTICE-continued

- Remedy - Reinstatement and monetary loss - Whether Board has jurisdiction to order reinstatement and monetary loss if failure to rehire employee did not constitute discharge - Board ordered reinstatement and monetary loss in event failure to rehire constituted discharge - Board reserved on remedial order in event failure to rehire was not discharge. pending decision of Court of Appeal with respect to Board's jurisdiction to grant reinstatement and monetary loss in instance other than discharge. (J.H./B.B.) p. 1043; LRB *File* Nos. 208-93 & 209-93.
City of Saskatoon, C.U.P.E., Local 59. 11994] 1st Quarter Sask. Labour Rep. 91.
- Remedy - Posting of notice - Board has jurisdiction and will order posting in appropriate circumstances. (J.H./B.B.) p. 410; LRB *File* No. 141-92.
F. W. Woolworth Co. Ltd., U.F.C.W., Local 1400, [1993] 1st Quarter Sask. Labour Rep. 220.
- Remedy - Posting of notice - Employer was ordered to post copy of Board's order and reasons in conspicuous place for ten days. (D.B.) p. 890; LRB *File* Nos. 111-86 to 113-86.
Sten-Ed Enterprises Inc., H.E.R.E., Local 767, [1986] Sept. Sask. Labour Rep. 63.
- Remedy - Posting of notice - Employer was ordered to post Board order and reasons on employee bulletin board. (D.B.) p. 1529; LRB *File* No. 221-88.
Beautiful Plains Villa Ltd., S.E.I.U., Local 299 and Panasiuk, [1989] Summer Sask. Labour Rep. 42.
- Remedy - Unilateral change - Reduction in hours resulted in lost wages - Employer was ordered pursuant to s. 5(e) and s. 42 of *The Trade Union Act* to reimburse employees in circumstances that did not constitute discharge. (B.B.) p. 829; LRB *File* No. 128-93.
Town of Watrous, C.U.P.E., Local 3597, (1993) 4th Quarter Sask. Labour Rep. 52.
- Remedy - Unilateral change - Wage increase - Wage increase was unilaterally cancelled - Board ordered employer, pursuant to s. 5(e) of *The Trade Union Act*. to cease withholding wage increase. (R.H.) p. 537; LRB *File* Nos. 193-91 & 194-91.
Brandt Industries Ltd., U.S.W.A., [1991] 4th Quarter Sask. Labour Rep. 81.
- Remedy - Union security - Board directed employer to terminate employee unless employee applies for and maintains union membership. (D.B.) p. 357; LRB *File* No. 115-84.
United Masonry Construction Ltd., I.U.B.A.C., Local 3, 11984] Oct. Sask. Labour Rep. 37.
- Strike -Denial of benefits - Company did not allow employees to accumulate seniority while on strike - Action does not constitute unfair labour practice - Employees had same benefits at end of strike as at beginning-Is all required by s. 11(1)(j) of *The Trade Union Act*. (N.S.) p. 236; LRB *File* No. 259-79.
Cominico Ltd., U.S.W.A., [1980] May Sask. Labour Rep. 64.

UNFAIR LABOUR PRACTICE — continued

Strike - Denial of benefits - Distinction between denial of benefits by reason of strike and denial of benefits by reason of operation of provision in collective agreement which becomes effective in event of strike - Section 11(1)(f) of *The Trade Union Act* does not compel employers to extend benefits to employees while they are on strike. (D.B.) p. 486; LRB File Nos. 255-83 & 256-83.

Saskatoon Co-operative Association Ltd., U.F.C.W., Local 1400, P985] Apr. Sask. Labour Rep. 29.

Strike - Denial of benefits - Section 11(1)(f) of *The Trade Union Act* is not meant to limit employer's right to lock-out. (D.B.) p. 125; LRB File No. 067-87.

Saskatchewan Telecommunications, Communications Workers of Canada, [1988] Apr. Sask. Labour Rep. 35.

Strike - Denial of benefits - Section 11(1)(f) of *The Trade Union Act* limits employer's ability to deny benefits to employees who cease work due to strike or lock-out but become eligible for benefits while off work - It does not prevent denial of same benefits to employees who cease work prior to strike or lock-out- Those 11(1)(f) are protected by collective agreement only. (D.B.) p. 1265; LRB File No. 067-7.

Saskatchewan Telecommunications, Communications Workers of Canada, [1988] Apr. Sask. Labour Rep. 35.

Strike- Denial of benefits- Under s. 11(1)(f)(ii) of *The Trade Union Act*, membership in union may be exercise of right or result of union security clause. (D.B.) p. 1265; LRB File No. 067-87.

Saskatchewan Telecommunications, Communications Workers of Canada, [1988] Apr. Sask. Labour Rep. 35.

Threatened closure - Announcing closure possibility directly to employees during bargaining, but prior to any actual decision, and urging employees to pressure union indicate purpose of closure announcement was to coerce employees- Statement was not legitimate. (B.B.) p. 99; LRB File No. 168-92.

Western Grocers, A Division of Westfair Foods Limited, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 81.

Threatened closure - Closure possibility was announced during bargaining - To be contrary to s. 11(1)(i) of *The Trade Union Act*, closure must have some improper or illicit coercive purpose. (B.B.) p. 99, LRB File No. 168-92.

Western Grocers, A Division of Westfair Foods Limited, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 81.

Threatened closure - Informing union of intention to move during collective bargaining is not threat - Is simply statement of corporate plans. (D.B.) p. 1111; LRB File No. 095-87.

I-XL Industries Western Clay Products Division, (unreported).

Threatened closure - Prohibition is not limited to when collective agreement is not in force - Also covers dispute over meaning of collective agreement. (J.H.J.B.B.) p. 651; LRB File No. 228-91.

Plains Poultry Ltd., S.J.B.R.W.D.S.U., [1992] 1st Quarter Sask. Labour Rep. 94.

UNFAIR LABOUR PRACTICE — continued

- Threatened closure - Purpose of s. 11(1)(i) of *The Trade Union Act* is to prevent employer from exploiting possibility to which employees are especially vulnerable by loss of jobs in order to undermine union's capacity to bargain. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Limited, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Threatened closure - Telling truth about potential loss of bargaining unit jobs if agreement on rates is not reached is not unfair labour practice. (D.B.) p. 868; LRB File Nos. 412-85 & 413-85.
Woodlands Enterprises Ltd., I.W.A., Local 1-184, [1986] July Sask. Labour Rep. 35.
- Threatened closure - Threat to reduce work force due to declining work load caused by strike is not shutdown of business or part thereof within meaning of s. 11(1)(i) of *The Trade Union Act*. (N.S.) p. 186; LRB File No. 194-78.
Regina Plains Community College, (unreported).
- Threatened closure - Whether statements made by employer at bargaining table concerning future of plant constituted violation of s. 11(1)(i) of *The Trade Union Act* - Board deciding that statements did not amount to threat of closure. (B.B.) p. 1553; LRB File No. 107-94.
Acklands Ltd., U.F.C.W., Local 1400, [1994] 3rd Quarter Sask. Labour Rep. 200.
- Unilateral change- Board must make four findings of fact to determine if s. 11(1)(m) of *The Trade Union Act* has been violated - First, that no collective agreement is in force - Second, what terms and conditions of employment were preserved by s. 11(1)(m) - Third, that employer has changed one of preserved terms - Fourth, that employer has failed to bargain collectively prior to making change. (J.H./B.B.) p. 297; LRB File No. 113-92.
Brekmar Industries Ltd., C.G.W.U., Local 890, [1993] 1st Quarter Sask. Labour Rep. 126.
- Unilateral change - Business as before - Business as before means employer can continue to make business decisions - Employer cannot alter terms and conditions either to detriment or advantage of employees • Board rejects both extremes of full managerial prerogative as before and absolute freeze except where union consents to change. (B.B.) p. 271; LRB File No. 197-92.
WaterGroup Canada Ltd., S.J.B.R.W.D.S.U. and *Aquafine Water Ltd.*, [1993] 1st Quarter Sask. Labour Rep. 111.
- Unilateral change- Business as before - Test is reaffirmed and authorities reviewed. (J.H./B.B.) p. 297; LRB File No. 113-92.
Brekmar Industries Ltd., C.G.W.U., Local 890, [1993] 1st Quarter Sask. Labour Rep. 126.
- Unilateral change - Business as before - Following certification but before first agreement employer must be allowed to carry on business in accordance with previous practices • Freeze is not absolute - Employer may follow practice that is unfair and arbitrary - Both unfavourable and favourable practices are preserved - Employer cannot deprive union from achieving gains through bargaining. (B.B.) p. 225; LRB File Nos. 215-92, 216-92 & 217-92.
Conervati (In Energy Systems Inc.), U.S.W.A., [1993] 1st Quarter Sask. Labour Rep. 75.

UNFAIR LABOUR PRACTICE- continued

Unilateral change - Business as before - Freeze is not absolute - Employer is entitled to carry on business as usual, which includes right to make changes in accordance with established practice. (J.H./B.B.) p. 621; **File** No. 056-92.

WaterGroup Canada Ltd., sp.B.R.W.D.S.U. and Fettes, (1993] 2nd Quarter Sask. Labour Rep. 193.

Unilateral change- Business as before - Status quo preserved by s. 11(1)(m) of *The Trade Union Act* includes not only terms and conditions of employment in effect at moment of certification, but also practices, policies and processes by which employer operates - Employer's right to manage is preserved. but employer must manage as before - Generally, departure from pre-certification pattern is prohibited. (J.H./B.B.) p. 297; LRB File No. 113-92.

Brekmar Industries Ltd., C.d..W.U., Local 890, (1993] 1st Quarter Sask. Labour Rep. 126.

Unilateral change - Concept of bargaining impasse is considered. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Limited, (unreported).

Unilateral change- Contracting out- Whether decision to contract out violation of s. 11(1)(m) of *The Trade Union Act* - Board deciding decision to contract out is not inconsistent with past practice. (B.B.) p. 144]LRB File Nos. 007-94to 012-94.

Saskatoon Society for the Prevention of Cruelty to Animals, C.U.P.E., [1994] 3rd Quarter Sask. Labour Rep. 100.

Unilateral change - Employer has neither right nor obligation to implement pre-determined wage reduction or increase. (D.B.) p. 665; LRB File No. 149-85.

Northern Village of Buffalo Narrows, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.

Unilateral change - Existing terms and conditions are determined as of date union's authority arises where there is no first agreement. (D.B.) p. 665; LRB File No. 149-85.

Northern Village of Buffalo Narrows, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.

Unilateral change - Expectation of wage increase does not make increase term or condition of employment within s. 11(1)(j) of *The Trade Union Act*. (J.H./D.B.) p. 642; LRB File Nos. 180-85 to 196-85.

180-85 to 196-85.

Fort Gary Industries Ltd., S.W.A., [1986] Jan. Sask. Labour Rep. 35.

Unilateral change- Failure to give discretionary raise as was practice before certification is not unfair labour practice - Section 11(1)(m) of *The Trade Union Act* precludes employer's right to unilaterally increase wages or change other terms of employment (D.B.) p. 1211; LRB File No. 132-87.

Crestline Coach Ltd., U.S.W.A., [1987] Nov. Sask. Labour Rep. 53.

Unilateral change- Failure to provide union with adequate notice of intention to change terms, lack of reasonable effort to reach agreement and lack of any attempt to justify changes for economic reasons, indicate failure to bargain in good faith as required by s. 11(1)(m) of *The Trade Union Act*. (D.B.) p. 1230; **File** No. 302-86.

Midway Sales (1979) LuL, C.d..W.U., Local 890, [1987] May Sask. Labour Rep. 48.

UNFATR LABOUR PRACTICE- continued

- Unilateral change - Grievance procedure is term or condition of employment within s. 2(d) of *The Trade Union Act* and like other terms remains in force after notice to terminate and until it is changed in accordance with s. 11(1)(m) of *Act*. (R.H.) p. 158; LRB File No. 207-89.
Canadian Linen Supply Co. Ltd. S.J.B.R.W.D.S.U., [1990] Fall Sask. Labour Rep. 68.
- Unilateral change - Grievance procedure is term or condition of employment within s. 2(d) of *The Trade Union Act* and like other terms remains in force after notice to terminate and until it is changed in accordance with s. 11(1)(m) of *Act*. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd, Teamsters Dairy and Produce Workers, Local 834 and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, (1990) Spring Sask. Labour Rep. 55.
- Unilateral change - Impasse - Whether s. 11(1)(m) of *The Trade Union Act* requires bargaining impasse before employer can implement unilateral change - Board deciding that term "impasse" has no technical meaning under *Act*, but that bargaining must have reached fruitless stage. (B.B.) p. 1329; LRB File No. 039-94.
O. K. Economy Stores (A Division of Westfair Foods Limited), S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 131.
- Unilateral change - In interval between expiry of agreement and conclusion of new agreement terms and conditions of employment are same as in terminated agreement unless altered in accordance with s. 11(1)(m) of *The Trade Union Act*. (D.B.) p. 1861; LRB File No. 092-88.
Wm. C Interiors Ltd, Lee and Carpenters Provincial Council of Saskatchewan, [1990] Spring Sask. Labour Rep. 41.
- Unilateral change- Lay-offs- Was no clear practice prior to certification from which it could be said employer deviated. (B.B.) p. 271; LRB File No. 197-92.
WaterGroup Canada Ltd, S.J.B.R.W.D.S.U. and Aquafine Water Ltd., [1993] 1st Quarter Sask. Labour Rep. 111.
- Unilateral change - Lay-offs - Past practice - Whether lay-off of employees constituted violation of s. 11(1)(m) of *The Trade Union Act*- Board deciding that lay-off of employees for lack of work in order of seniority was consistent with employer's past practice. (J.H./B.B.) p. 1423; LRB File Nos. 078-94, 079-94 & 080-94.
Western AutomotiveRebuilders, S.J.B.R.W.D.S.U., [1994] 2nd Quarter Sask. Labour Rep. 209.
- Unilateral change - Lock-out and lay-off during labour dispute - Nothing in expired collective agreement protected employees against either and no change to terms and conditions of employment occurred. (B.B.) p. 99; LRB File No. 168-92.
Western Grocers, A Division of Westfair Foods Ltd, S.J.B.R.W.D.S.U., [1992] 4th Quarter Sask. Labour Rep. 83.
- Unilateral change - Managerial right to assign work - Assignment of different duties within same job classification is change in terms and conditions of employment. (D.B.) p. 781; LRB File Nos. 400-85 & 046-86.
Canada Sajeway Ltd, S.J.B.R.W.D.S.U., Locals 480 and Foulger, [1986] May Sask. Labour Rep. 66.

UNFAIR LABOUR PRACTICE — continued

- Unilateral change- Motive is irrelevant under s. 11(1)(m) of *The Trade Union Act*. (J.H./B.B.) p. 297; LRB File No. 113-92.
Brekmar Industries Ltd., C. W.U., Local 890, (1993] 1st Quarter Sask. Labour Rep. 126.
- Unilateral change - Location of fuel Storage tanks is not one of employees' terms and conditions of employment even though movement impacted on employees' hours and mileage. (J.H./B.B.) p. 900; LRB File Nos. 180-93, 181-93 & 182-93.
Rural Municipality of Lipid!, No. 217, LU.O.E., Local 870, [1993] 4th Quarter Sask. Labour Rep. 119.
- Unilateral change -Notice to revise g1 es rise to duty to bargain collectively -Until revised agreement reached old agreement remains in existence subject only to right to strike or lock out. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd., S.J.B R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.
- Unilateral change- Notice to terminate ends collective agreement and terms and conditions can survive only because of duty to bargain collectively and only until duty fulfilled at which point unilateral changes can be legally implemented. (D.B.) p. 706LRB File No. 392-85.
Canada Safeway Ltd., S.J.B R.W.D.S.U., Locals 454 and 480, [1986] Mar. Sask. Labour Rep. 23.
- Unilateral change - Notice to terminate - Board reviews and reaffirms previous interpretation - Notice to terminate ends collective agreement but terms of employment survive and cannot be unilaterally changed until employer has complied with duty to bargain in good faith. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834 and S.J.B.R.W.D.S.U. • Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.
- Unilateral change - Notice to terminate - Collective agreement is not in force following notice to terminate. (J.H./D.B.) p. 106 ; LRB File No. 302-86.
Midway Sales (1979) Ltd., C G.W.U., Local 890, [1987] May Sask. Labour Rep. 48.
- Unilateral change - Notice to terminate - Employer argued before arbitrator that arbitration process in collective bargaining agreement does not exist after notice to terminate is served and term of collective bargaining agreement expired - Argument was contrary to ruling by Board - Board found employer conduct amounted to unilateral termination of arbitration process in collective bargaining agreement. (R.H.) p. 246; LRB File No. 181-89.
Dairy Producers Co-operative Ltd., Teamsters Dairy and Produce Workers, Local 834 and S.J.B.R.W.D.S.U., Locals 496, 635 and 955, [1990] Spring Sask. Labour Rep. 55.
- Unilateral change - Notice to terminate - In interval between expiry of agreement and conclusion of new one terms and conditions of employment are maintained until employer has complied with duty to bargain collectively respecting change. (D.B.) p. 787; LRB File No. 003-86.
Canada Safeway Ltd., S.J. - R.W.D.S.U., Local 454, Macdonalds Consolidated Ltd. and Zypchyn, [1986] May Sask. Labour Rep. 61.

UNFAIR LABOUR PRACTICE — continued

- Unilateral change - Notice to terminate - Terms and conditions of employment are implicitly maintained until employer has complied with duty to bargain collectively respecting changes. (D.B.) p. 810; LRB File No. 330-84.
Graham Construction Ltd, U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.
- Unilateral change - Onus is on union to prove with reasonable certainty that something was term or condition of employment. (J.H./B.B.) p. 621; LRB File No. 056-92.
WaterGroup Canada Ltd., S.J.B.R.W.D.S.U. and Fettes, [1993] 2nd Quarter Sask. Labour Rep. 193.
- Unilateral change- Phrase in s. 11(1)(m) of *The Trade Union Act* "conditions of employment" covers physical facilities and working conditions. (J.H./D.B.) p. 642; LRB File Nos. 180-85 to 196-85.
Fort Garry Industries Ltd., U.S.W.A., [1986] Jan. Sask. Labour Rep. 35.
- Unilateral change -Purpose s. 11(1)(m) of *The Trade Union Act* - First, to provide clear point of departure for collective bargaining while still permitting employer to carry on business - Second, to regulate employer's right to unilaterally change employees' terms and conditions of employment. (J.H./B.B.) p. 297; LRB File No. 113-92.
Brekmar Industries Ltd, C.G.W.U., Local 1890, [1993] 1st Quarter Sask. Labour Rep. 126.
- Unilateral change - Section 4(c) of *The Construction Industry Labour Relations Act* - Collective bargaining agreement remains in effect notwithstanding fact that notice to terminate was served in accordance with s. 33(4) of *The Trade Union Act* - Section 11(1)(m) of *The Trade Union Act* is inapplicable. (D.B.) p. 1115; LRB File No. 077-87.
Metal Fabricating and Construction Ltd, Millwrights, Machine Erectors and Maintenance Union, Local 1021, [1987] Aug. Sask. Labour Rep. 41.
- Unilateral change - Section 11(1)(m) is not absolute freeze - Employer must bargain collectively respecting change - Heavy onus is placed on party resorting to unilateral change. (D.B.) p. 706; LRB File No. 392-85.
Canada Safeway Ltd, S.J.B.R.W.D.S.U., Locals 454 and 480. (1986) Mar. Sask. Labour Rep. 23.
- Unilateral change - Section 11(1)(m) of *The Trade Union Act* does not absolutely prohibit unilateral changes - Precondition is duty to bargain collectively. (D.B.) p. 665; LRB File No. 149-85.
Northern Village of Buffalo Narrows, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.
- Unilateral change - Sections 11(1)(g) and (m) of *The Trade Union Act* are not intended to paralyse employer's ability to carry on business as usual - Was no evidence that alterations were motivated by anti-union animus. (D.B.) p. 1881; LRB File Nos. 005-89, 022-89 & 024-89.
Ne-Ho Enterprises Ltd - U.F.C.W., Local 1400. [1989] Winter Sask. Labour Rep. 78.

UNFAIR LABOUR PRACTICE — continued

Unilateral change - Terms or conditions of employment did not include location of coffee pot, new lock-up policy, reminder about sexual harassment, restricting personal telephone calls, changing person who relays instructions to employee, change of duties or change of policy on training. (J.H./B.B.) p. 621; LRB File No. 056-92.
WaterGroup Canada Ltd., S.B.R.W.D.S.U. and Fettes, [1993] 2nd Quarter Sask. Labour Rep. 193.

Unilateral change - Threat to unilaterally change wages is not unfair labour practice where threat or intention was not implemented. (I.S.) p. 42; LRB File No. 549-77.
Independent Trucking Ltd., Retail Clerks Union, Local 401, [1978] Mar. Sask. Labour Rep. 51.

Unilateral change - Unilateral change takes place when change is implemented rather than when decision to implement was made. (D.B.) p. 665; LRB File No. 149-85.
Northern Village of Buffalo Narrows, S.G.E.U., [1986] Jan. Sask. Labour Rep. 28.

Unilateral change - Unilateral change takes place when collective bargaining agreement negotiated with union other than certified craft union was applied to unit. (J.H./D.B.) p. 987; LRB File No. 117-85.
Provincial Maintenance Ltd., U.A. and I.B.B. Local 555, [1987] Feb. Sask. Labour Rep. 65.

Unilateral change - Scheduling of work - Unilateral change to traditional scheduling practices - Status quo is preserved - Employer is required to conduct business as before - Freeze is not absolute or infinite in duration. (B.B.) p. 829; LRB File No. 128-93.
Town of Watrous, C.U.P.E., Local 3597, [1993] 4th Quarter Sask. Labour Rep. 52.

Unilateral change - Wage increase - Customary wage increase was not granted following certification on grounds it was prohibited by s. 11(J)(m) of *The Trade Union Act* - Board found custom of wage increase was sufficiently established to be part of *status quo* preserved by s. 11(I)(m) - Granting wage increase would not constitute unilateral change. (J.H./B.B.) p. 297; LRB File No. 113-92.
Brekmar Industries Ltd., C.Q.W.U., Local 890, [1993] 1st Quarter Sask. Labour Rep. 126.

Unilateral change - Wage increase - Customary wage increase or formula used to determine wage increases can be part of *status quo* preserved by s. 11(I)(m) of *The Trade Union Act* if sufficiently established. (J.H./B.B.) p. 297; LRB File No. 113-92.
Brekmar Industries Ltd., C.Q.W.U., Local 890, [1993] 1st Quarter Sask. Labour Rep. 126.

Unilateral change - Wage increase - Failure to pay discretionary bonus does not violate s. 11(I)(m) of *The Trade Union Act*. (R.H.) - 537; LRB File Nos. 193-91 & 194-91.
Brandt Industries Ltd., U.S.A., [1991] 4th Quarter Sask. Labour Rep. 81.

Unilateral change - Wage increase - Section 11(I)(rn) of *The Trade Union Act* requires employer to carry on business as usual - Withholding wage increase that was unequivocally promised prior to certification is breach of s. 11(I)(m). (R.H.) p. 537; LRB File Nos. 193-91 & 194-91.
Brandt Industries Ltd., U.S.A., [1991] 4th Quarter Sask. Labour Rep. 81.

UNFAIR LABOUR PRACTICE — continued

- Unilateral change - When is no agreement in force prohibition against unilateral changes is not absolute. (D.B.) p. 363; LRB File Nos. 237-84 & 239-84.
Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296. Westeei-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.
- Union - Denial of union membership - Expulsion of employee from union is subject to review by court of competent jurisdiction- Board has no jurisdiction to examine fairness of expulsion. (D.B.) p. 472; LRB File Nos. 248-83 & 251-83.
Saskatchewan Council for Crippled Children & Adults, Saskatchewan Council for Crippled Children and Adults Employees Union and Shepherd. [1984] Feb. Sask. Labour Rep. 42.
- Union - Denial of union membership - Board generally declines to inquire into union's internal administration -Notwithstanding reservations Board assumes for this decision that s. 5(d) of *The Trade Union Act* gives it overlapping jurisdiction with Superior Courts to determine whether s. 36.1(3) of *Act* has been violated. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.
- Union - Denial of union membership - Board has no authority to require union to admit person to membership or to reinstate and order monetary loss - Board's authority is limited to requiring union to cease from violations of *The Trade Union Act*. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local318, [1987] Feb. Sask. Labour Rep. 51.
- Union - Denial of union membership - Expulsion of strike breaker or person reasonably believed to become strike breaker is not illegal or unusual. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local318, [1987] Feb. Sask. Labour Rep. 51.
- Union -Denial of union membership - Union constitution that restricts membership to employees is not contrary to s. 36.1(3) of *The Trade Union Act*. (J.H/B.B.) p. 178; LRB File No. 003-92.
Chrispen, L.A.F.F., Local1510, [1992] 4th Quarter Sask. Labour Rep. 133.
- Union - Duty to bargain in good faith - Agreement - Refusal to execute collective bargaining agreement - Employer's offer was put to employees for ratification - Employees voted to accept offer - Union refused to execute agreement based on offer - Union was found guilty of unfair labour practice and was directed to sign agreement. (N.S.); LRB File No. 268 80.
Shelter Industries Inc., I.W.A., Local 1-184, Massey and Cook, [1981] Feb. Sask. Labour Rep. 51.
- Union - Duty to bargain in good faith - Duty requires parties to meet and engage in rational and frank discussion of issues that divide them - Duty requires parties to discuss seriously with shared intent of resolving issue - Tactics that are designed to impede or frustrate discussion violate *The Trade Union Act*. (D.B.) p. 1653; LRB File No. 280-88.
University of Saskatchewan, University of Saskatchewan Faculty Association, [1990] Spring Sask. Labour Rep. 30.

UNFAIR LABOUR PRACTICE — continued

- Union - Duty to bargain - Obstructing grievance procedure by refusing to discuss basis of grievance with employer and refusing to disclose facts that demonstrate *bona fides* of position is unfair labour practice. (D.B.) p. 165; LRB File No. 280-88.
University of Saskatchewan, University of Saskatchewan Faculty Association. [1990] Spring Sask. Labour Rep. 30.
- Union - Duty of fair representation - Notice of hearing was given to employee by registered mail - Employee was aware that registered mail was sent but refused to accept it - Union proceeded with hearing in absence of employee - Union did not breach fair hearing requirements. (J.H./B.B.) p. 178, LRB File No. 003-92.
Chrispen, J.A.F.F., Local 510 [1992] 14th Quarter Sask. Labour Rep. 133.
- Union - Interference - Demanding employee pay sum to another union as condition of membership in union was attempt to coerce employee into supporting other union. (D. B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.
- Union - Interference - Employee expelled from union for bringing rescission application - Employee was exercising rights given by *The Trade Union Act* - Board will not permit enforcement of any provision in union constitution which diminishes or varies rights given by *Act* - Such attempt constitutes unfair labour practice within s. 11(2)(a) of *Act*. (N.S.) p. 346 LRB File Nos. 408-80, 001-81 & 002-81.
Federal Pioneer Ltd., Spalding and U.S.W.A., (1981) May Sask. Labour Rep. 50.
- Union - Interference - Freedom to choose bargaining agent - By requiring employees to renounce membership in any other union the certified bargaining agent violated s. 11(2)(a) of *The Trade Union Act*. (D.B.) p. 173; LRB File Nos. 264-83 & 265-83.
Bessborough Hotel Ltd., H.E.R.E., Local 767 and C.B.R.T., Local 278, [1983] Nov. Sask. Labour Rep. 51.
- Union - Interference - Impropriety in collection of employee support can have two consequences - First, may establish that union committed unfair labour practice - Second, may cause Board to reject union's evidence of support. (B.B.) p. 335; LRB File Nos. 239-92 & 263-92.
Western Automotive Rebuilders Ltd., S.J.B.R.W.D.S.U. and Dudra, Bui and Cat Le, [1993] 1st Quarter Sask. Labour Rep. 156.
- Union - Interference - Intemperate remarks by union representative - Board recognizes remarks made in heat of moment and under provocation - Both sides gave as good as they got - Remarks *did not* constitute threat or intimidation in circumstances. (N.S.) p. 205; LRB File No. 093-79.
Rite Way Manufacturing Company Limited, (unreported).

UNFAIR LABOUR PRACTICE — continued

Union - Interference - Section II (2)(a) of *The Trade Union Act* is broad enough to cover conduct that, although not coercive, is improper - Wilful misrepresentation is example - Conduct must be engaged in for purpose of encouraging or discouraging membership - Innocent misrepresentation is insufficient- Objective test is applied. (B.B.) p. 335; LRB File Nos. 239-92 & 263-92.

Western Automotive Rebuilders Ltd., S.J.B.R.W.D.S.U. and Dudra, Bui and Cat Le, [1993] 1st Quarter Sask. Labour Rep. 156.

Union- Interference- Threat by employee intended to discourage union activity would likely violate s. 11(2)(a) of *The Trade Union Act*. (N.S.) p. 83; LRB File No. 027-78.

O. K. Economy Stores Limited, (unreported).

Union - Interference - Threat by union to prohibit members of Ullt from voting in strike or ratification votes - Union cannot remove employees' statutory rights under guise of internal discipline or otherwise - Threat to do so is unfair labour practice. (D.B.) p. 891; LRB File No. 056-86.

Pyne. S.G.E.U., Meier and Kerr. [1986] Sept. Sask. Labour Rep. 57.

Union - Interference - Union is not required to allow non-union employees to participate in ratification vote. (D.B.) p. 1195; LRB File No. 106-87.

Beutel. S.G.E.U., [1987] Oct. Sask. Labour Rep. 42.

Union - Interference - Whether union was interfering with exercise of employee rights under *The Trade Union Act*- Union was not in breach for disciplining member for running unauthorized radio campaign during strike. (B.B.) p. 77; LRB File No. 173-94.

Saskatchewan Government Employees' Union, Jordan Ward (Wireported).

Union - Notice of union meeting - Meeting called by employer for purpose of presenting union with its proposals not union meeting to which s. 36.1(2) of *The Trade Union Act* applies. (D.B.) p. 1621; LRB File No. 063-89.

Brooks, Day Transport Drivers' Association. [1989] Fall Sask. Labour Rep. 27

Union - Notice of union meeting - Nothing occurred at meeting that affected employees' rights - Complaint was dismissed. (D.B.) p. 1621; LRB File No. 063-89.

Brooks. Day Transport Drivers' Association, [1989] Fall Sask. Labour Rep. 27

UNFAIR LABOUR PRACTICE — continued

Union - Strike vote - Allegation that union had engaged in industrial action prior to holding of strike vote, in violation of s. 11(2)(d) of *The Trade Union Act* - Board deciding that union had encouraged industrial action prior to holding of strike vote - Whether form of industrial action constitutes strike in circumstances where police officers exercise "discretion" in issuing of motor vehicle citations, and decline to enforce certain statutory provisions - Board deciding this form of industrial action constituted strike action - Whether Board should consider nature of strike action in determining whether activity contravened s. 11(2)(d) - Board deciding nature of action should be considered - Board deciding activity was not legal form of strike action, and that unfair labour practice was committed - Whether City of Regina was entitled to claim compensation for loss of revenue - Board deciding purpose of remedies under *The Trade Union Act* related to collective bargaining relationship, and City of Regina was stranger to this relationship. (B.B.) p. 1604; LRB File No. 159-93.

Regina Board of Police Commissioners, Regina Police Association Inc. and City of Regina (Interested Party), [1994] 3rd quarter Sask. Labour Rep. 235.

Union - Strike vote - Meaning of "person" in s. 11(2)(d)(ii) of *The Trade Union Act* "affected by collective bargaining" when only collective bargaining under way was grievance - Board concludes that all employees covered by collective agreement are affected and entitled to vote on strike. (N.S.) p. 390; LRB File Nos. 320-81 & 324-81.

Government of Saskatchewan, S.G.E.U. and Hayes, [1981] Nov. Sask. Labour Rep. 38.

Union - Strike vote - Meaning of strike - Employees refusing to cross another union's picket line are not engaged in strike - Strike is concerted effort by employees undertaken to settle dispute about terms and conditions of employment. (N.S.) p. 511 LRB File Nos. 307-82 & 324-82.

Wascana Hospital, S.G.E.U., South Saskatchewan Hospital Centre and Sperling et al., [1983] Jan. Sask. Labour Rep. 41.

Union - Strike vote - Study session is strike. (D.B.) p. 345; LRB File No. 096-84.

Federated Co-operatives Limited, S.J.B.R.W.D.S.U., Local 540 and Dutkiewicz, [1984] Oct. Sask. Labour Rep. 43.

Union - Union security - Grievances instituted by union to have employee discharged even though employee complied with s. 36(3) of *The Trade Union Act* constitutes unfair labour practice. (D.B.) p. 968; LRB File No. 149-86.

Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers. Local 318, [1987] Feb. Sask. Labour Rep. 51.

Union security - Dues check-off - Authority given by employee to employer to deduct dues is irrevocable under s. 32 of *The Trade Union Act*. (J.H./D.B.) p. 1249; LRB File No. 147-87.

Pineland Co-operative Association Limited, S.J.B.R.W.D.S.U., Local 496, [1988] Feb. Sask. Labour Rep. 62.

Union security - Dues check-off - Employee has no right to unilaterally withdraw authorization to deduct union dues - Employee guilty of unfair labour practice if employee fails to remit dues. (N.S.) p. 90, LRB File No. 5-77.

The Board of the Parkland School Unit, No. 63, CU.P.E., Local 832, [1978] June Sask. Labour Rep. 56.

UNFAIR LABOUR PRACTICE — continued

- Union security Dues check off Employer is not obliged to obtain signed authorization cards from employees Authorization of employee in writing is precondition to employer's obligation to deduct and remit dues. (B.B.) p. 3: LRB File No. 021-92.
Shounavon Union Hospital, S.E.I.U., Local 336, (1992] 3rd Quarter Sask. Labour Rep. 77.
- Union security Dues check-off Employer is not obliged to deduct and remit fines imposed by union. (B.B.) p. 247: LRB File Nos. 190 92 & 191 92.
Prairie Health Core Centre, S.U.N. and Holy Family Hospital, (1993] 1st Quarter Sask. Labour Rep. 92
- Union security Dues check-off-Fines - Employer is not obligated by s. 32(1) of *The Trade Union Act* to deduct fines imposed by union on members. (J.H./D.B.) p. 794; LRB File No. 34785.
Pineland Co-operative Association Ltd., S.J.B.R.W.D.S.U., [1986] May Sask. Labour Rep. 57.
- Union security- Dues check-off- Fines - Employer is not obligated by s. 32(1) of *The Trade Union Act* to deduct fines imposed by union on members. (D.B.); LRB File No. 006-87.
Government of Saskatchewan, (unreported).
- Union security Dues check-off Replacement workers are not members of bargaining unit and are not entitled to participate in representation question nor subject to union security provisions of *The Trade Union Act*. (R.H.) p. 307 LRB File No. 111-90.
Bird Machine Co. of Canada, U.S.W.A., [1991] 1st Quarter Sask. Labour Rep. 39.
- Union security Application under s. 36(2) of *The Trade Union Act* to enforce union security clause in agreement that is different from clause set forth in s. 36(1) is unlikely to be successful. (D.B.) p. 1426; LRB File No. 045-88.
Western Automatic Sprinklers (1983) Ltd., Flaman and U.A., [1989] Spring Sask. Labour Rep. 45.
- Union security - Board draws distinction between union security clause in collective agreement as result of collective bargaining and one in agreement by operation of s. 36(1) of *The Trade Union Act* Violations of former are violations of collective agreement and enforceable only by remedies in agreement Violations of latter are protected by s. 36(2) of *The Trade Union Act*. (D.B.) p. 80: LRB File No. 024-83.
Mocdonolds Consolidated Limited, S.J.B.R.W.D.S.U. and Hogan, [1983] Oct Sask. Labour Rep. 36.
- Union security - Board draws distinction between union security clause that results from collective bargaining and clause that results from request under s. 36 of *The Trade Union Act* Failure to comply with union security provision, in absence of evidence of request under s. 36, is not unfair labour practice but only constitutes violation of collective agreement. (N.S.) p. 221: LRB File No. 172-79.
Moose Jaw Sash and Door (1963) Ltd., I.W.A., Local 1-184, [1979] Oct. Sask. Labour Rep. 39.

UNFAIR LABOUR PRACTICE continued

Union security - Notification to ~~te~~ specific employee is prerequisite to finding of unfair labour practice. (D.B.) p. 1123; LRB File No. 396-86.

Headway Ski Corporation, S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.

Union security - No unfair labour practice is committed by employer until employer is notified that employee is not member of union, union requests employer to terminate employee and employer declines to do so. (N.S.) p. 251; LRB File No. 006-80.

Rite Way Mfg. Co. Ltd., U.S.A., [1980] May Sask. Labour Rep. 78.

Union security - No unfair labour practice is committed by employer until employer is notified that employee is not member of union, union requests employer to terminate employee and employer declines to do so. (N.S.) p. 256; LRB File No. 285-79.

United Masonry Construction Ltd., I.U.B.A.C., Local 3, [1980] May Sask. Labour Rep. 66.

Union security - Request under *The Trade Union Act, 1944* to include that *Act's* union security clause does not satisfy s. 36(1) of current *Act* - As no request was made under s. 36(1) of *The Trade Union Act* there can be no unfair labour practice under s. 36(2). (D.B.) p. 80; LRB File No. 024-83.

Macdonalds Consolidated Limited, S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.

Union security - There are three constituent elements of unfair labour practice under s. 36(2) of *The Trade Union Act* - Union first must make express or implied request within meaning of s. 36(1) of *Act* - Second, subject of request is employee within meaning of s. 36(1) - Third, employer has failed to carry out its obligations under s. 36(1) - Absence of any element makes it impossible to find unfair labour practice. (D.B.) p. 80; LRB File No. 024-83.

Macdonalds Consolidated Limited, S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.

Union security - Unfair labour practice under s. 36 of *The Trade Union Act* was dismissed as there was no evidence that employer was requested to terminate specific employee. (D.B.) p. 1121 LRB File No. 179-86.

Mission Ridge Ski Development Inc., S.G.E.U., [1987] Aug. Sask. Labour Rep. 46

Union security - Union's demand that employee be terminated is precondition to finding of unfair labour practice. (D.B.) p. 267 LRB File No. 444-83.

Pro Masonry Construction Ltd., {unreported}.

Union security - Union's demand that employee be terminated is precondition to finding of unfair labour practice. (D.B.) p. 209 LRB File No. 302-83.

Wappel Concrete and Construction Ltd., I.U.O.E., Local 870, [1984] Apr. Sask. Labour Rep. 33.

Union security - Union's request pursuant to s. 36 of *The Trade Union Act* to include union security clause is not proper subject for collective bargaining - Bringing negotiations to impasse over issue violates obligation negotiate in good faith. (N.S.) p. 251; LRB File No. 006-80.

Rite Way Mfg. Co. Ltd., U.S.W.A., [1980] May Sask. Labour Rep. 78.

UNION

- Company dominated - Anti-union employee association that is not motivated by genuine intention to bargain collectively is not trade union. (D.B.) p. 151; LRB File Nos. 144-83 & 170-83.
K.A. CR (A Joint Venture), Nipawin Hydro Electric Employees Association, [1983] Nov. Sask. Labour Rep. 45.
- Company dominated - Approval and encouragement by employer is not sufficient to make organization company dominated. (D.B.) p. 151; LRB File Nos. 144-83 & 170-83.
K.A. CR (A Joint Venture), Nipawin Hydro Electric Employees Association, [1983] Nov. Sask. Labour Rep. 45.
- Company dominated - Bargaining collectively must be genuine purpose - Certification cannot be used to block certification by union that does intend to bargain collectively. (J.H.IRH.) p. 191; LRB File Nos. 082-90 & 086-90.
Harvest Meats Co. Ltd, Harvest Meats Employees Association and U.F.C.W., Local 1400, [1990] Fall Sask. Labour Rep. 87.
- Company dominated - Board will take notice when allegation is made if union is well known to Board and across Canada as legal and independent trade union. (J.H.IRH.) p. 665; LRB File Nos. 027-92 & 028-92.
Remai Investment Co., E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97.
- Company dominated - Employer's stated preference for one of two unions does not make union company dominated- Ability to represent members and conduct its affairs is not affected. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.
Salem Industries Canada Ltd, I.A.B.S.O.I.W.U, Local 771 and Construction Workers Association, Local 151, [1986] July Sask. Labour Rep. 40.
- Company dominated - Financial assistance and other support was received from employer - Employee association was found to be company dominated. (N.S.) p. 271; LRB File Nos. 073-80 & 074-80.
Rite Way Mfg. Co. Ltd., Farm Implement Workers Association and U.S.W.A., [1980] July Sask. Labour Rep. 42.
- Company dominated - In determining whether union was company dominated, Board took into account that union was well known to Board. (N.S.) p. 164; LRB File No. 189-78.
Bo-Peep Co-operative Day Care Centre, C.U.P.E., Local 1902, [1979] Feb. Sask. labour Rep. 44.
- Company dominated - Obtaining voluntary recognition and collective agreement is not evidence of company domination. (D.B.) p. 854; LRB File Nos. 033-86 & 044-86.
Salem Industries Canada Ltd., Construction Workers Association, Local 151, [1986] June Sask. Labour Rep. 69.
- Company dominated- Organization has no status before Board. (N.S.) p. 62; LRB File No. 661-77.
Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union, [1978] May Sask. Labour Rep. 37.

UNION- continued

Company dominated - Organization characterized as company dominated because of anti-union motivation of organizers - *Use* of organization was to block certification by trade union - Employer allowed organization use of company time and premises and offered passive encouragement and cooperation - Employer dismissed union employees. (N.S.) p. 62; LRB File No. 661-77.

Canadian Pioneer Management Group, S.J.B.R.W.D.S.U. and Canadian Pioneer Employees Union. [1978] May Sask. Labour Rep. 37.

Company dominated - Proposed unit excluded only Board of Directors - Inclusion of management invites accusation union is company organization. (N.S.) p. 164; LRB File No. 189-78.

Bo-Peep C(-)operative Day Care Centre. C.U.P.E., Local 1902, [1979] Feb. Sask. Labour Rep. 44.

Constitution - Membership - Employees were ineligible for membership in union because of constitution - Is not bar to certification - *The Trade Union Act* does not require eligibility for membership - *Act* only requires employees to choose union to represent them for collective bargaining. (N.S.) p. 316; LRB File No. 263-80.

Develcon Electronics Ltd, U. - W.A., [1981] Mar. Sask. Labour Rep. 35.

Definition - Association of trade union is not organization of employees and is not trade union. (D.B.) p. 225; LRB File No. 367-83.

K.A.C.R. (A Joint Venture), Carpenters Provincial Council of Saskatchewan, [1984] May Sask. Labour Rep. 53.

Formation - Electing officers prior to members acquiring membership in accordance with constitution is improper - Is not trade union. (N.S.) p. 230; LRB File No. 213-79.

Anlin Welding & Steel Fabrication Ltd, Structure and Miscellaneous Steel Fabricators and Erectors Union. [1979] Dec. Sask. Labour Rep. 42.

Formation - Employee association is not trade union - Was no formal resolution and vote adopting constitution - Association did not acquire members by written application before electing officers - Members were only charged two dollar initiation fee instead of full ten dollars provided in constitution. (N.S.) p. 51; LRB File Nos. 555-77 & 566-77.

W. F. Botkin Construction Ltd, Cbauuffers, Teamsters and Helpers, Local 395 and Concrete Workers Association, [1978] Mar. Sask. Labour Rep. 48.

Formation - Evidence indicated that election of officers of new union occurred before union had any members - Organization lacks status as trade union. (C.P.); LRB File No. 076-76.

Border Glass & Aluminium Ltd, Border Glass & Aluminium Employees Union. [1976] Jul Sask. Labour Rep. 47.

Formation - New local of existing union can establish status by filing certified copies of constitution and charter, or letter from president or other officer of parent union indicating that charter to new local has been approved by parent union - Once evidence is filed, onus is on respondent to establish that local is new entity. (C.P.); LRB File No. 308-73-4.

Coca-Cola Ltd, Soft Drink Workers, Local 319, [1975] Mar. Sask. Labour Rep. 61.

UNION- continued

- Formation - Persons at founding meeting did not become members in accordance with constitution before electing officers - Officers were not elected by members - Officers have no authority to bring application for certification. (N.S.) p. 321; LRB file No. 374-80.
Shelter Industries Inc. - (unreported).
- Formation - Professional engineers employees association is found by Board to be trade union within meaning of *The Trade Union Act* as is organization of employees with collective bargaining as one of purposes - Association was not company dominated association as was not under control of licensing body for engineers. (C.P.); LRB File No. 285-73-4.
Government of Saskatchewan, Professional Engineers Employees Association and S.G.E.A., [1976] Apr. Sask. Labour Rep. 36.
- Formation - Requirements necessary to establish status as trade union are reviewed - Must be genuinely committed to carrying out duties of trade union - To be properly constituted must meet four conditions - Object of Board is to interfere as little as possible - Board will be pragmatic and realistic when scrutinizing formative process and not overly technical - Board must ensure that employees are represented by reasonably-defined, stable and permanent structures. (R.H.) p. 370; LRB File No. 230-90.
Deer Park School Division #26, Deer Park Employees Association, [1991] 2nd Quarter Sask. Labour Rep. 41.
- Formation - Strict proof of proper formation of trade union is required - Proper procedure to form trade union is to adopt constitution, sign membership cards, then elect officers - Election of officers is invalid where electorate did not join union first. (N.S.) p. 13; LRB File No. 380-77.
Regina Public School District No. 4, Board of Education Administrative Personnel Union and Regina Collegiate Institute, [1978] June Sask. Labour Rep. 44.
- Formation - Where officers of new association were elected by employees before they became members of association, status as trade union was denied. (R.H.) p. 370; LRB File No. 230-90.
Deer Park School Division #26, Deer Park Employees Association, [1991] 2nd Quarter Sask. Labour Rep. 41.
- Membership - Employee who complies with section is deemed to maintain membership in union for purpose of s. 36(1) of *The Trade Union Act*. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.
- Membership - Expulsion of employee from union is subject to review by court of competent jurisdiction - Board has no jurisdiction to examine fairness of expulsion. (D.B.) p. 472; LRB File Nos. 248-83, 249-83, 250-83 & 251-83.
Saskatchewan Council for Crippled Children and Adults, Saskatchewan Council for Crippled Children and Adults Employees Union and Shepherd, [1984] Feb. Sask. Labour Rep. 42.
- Membership - Expulsion of strike breaker or person reasonably believed to become strike breaker is not illegal or unusual. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

UNION — continued

Membership - Natural justice - Failure to give notice to employee that discipline proceedings have commenced and failure to give notice of discipline hearing constitutes breach of natural justice. (J.H./B.B.) p. 1729; LRB File No. 173-94.

Ward, S.G.E.U., [1994] 4th Quarter Sask. Labour Rep. 94.

Membership - Union is not required to allow non-union employees to participate in ratification vote. (D.B.) p. 1195; LRB File No. 06-87.

Beutel, S.G.E.U., [1987] Oct. Sask. Labour Rep. 42.

Membership - Union threatened to prohibit members of unit from voting in strike or ratification votes - Union cannot remove employees' statutory rights under guise of internal discipline or otherwise - Threat to do so is unfair labour practice. (D.B.) p. 891 LRB File No. 056-86.

Pyne, S.G.E.U., *Meier and Kerr*, [1986] Sept. Sask. Labour Rep. 57.

Membership - Unreasonable denial of membership - Board generally declines to inquire into union's internal administration - Notwithstanding reservations Board assumes for this decision that s. 5(d) of *The Trade Union Act* gives it overlapping jurisdiction with superior Courts to determine whether s. 36.1(3) of *Act* has been violated. (D.B.) p. 968; LRB File No. 149-86.

Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

Membership - Unreasonable denial of membership - Board has no authority to require union to admit person to membership or to reinstate and order monetary loss - Board's authority is limited to requiring union to cease from violations of *The Trade Union Act*. (D.B.) p. 968; LRB File No. 149-86.

Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

Membership - Withdrawal of membership in union is permissible where neither constitution nor union security clause in collective agreement requires employees to maintain membership. (N.S.) p. 479; LRB File No. 333-81

Federal Pioneer Ltd., U.S. v. *A.*, [1982] Aug. Sask. Labour Rep. 52.

Status - Carpenters' provincial council is not trade union - Has no effect on previous certification orders issued to council. (D.B.) p. 545; LRB File No. 437-84.

Brown & Root Ltd., Carpenters Provincial Council of Saskatchewan, [1985] July Sask. Labour Rep. 29.

Status - Finding by Board that organization is not trade union does not affect validity of any certification orders organization already has, or its status as bargaining agent of employees. (D.B.) p. 391; LRB File No. 236-84.

Wm. Clark Interiors Ltd., Carpenters Provincial Council of Saskatchewan, [1984] Nov. Sask. Labour Rep. 43.

Status - Local union and its international are one and same for purpose of s. 5(b) of *The Trade Union Act*. (D.B.) p. 451; LRB File No. 390-84.

Canada Safeway Ltd., U.F. v. *W.*, Local 1985, [1985] Feb. Sask. Labour Rep. 24.

UNION — continued

Status -Saskatchewan Joint Board of R.W.D.S.U. has status to be certified. (B.B.) p. 533; LRB File No. 099-93.

PinelaJId Co-operative Association Ltd , S.J.B.R.W.D.S.U., [1993] 2nd Quarter Sask. Labour Rep. 97.

Status -Two locals chartered by same international are not one and same but are separate and distinct labour organizations. (D.B.) p. 536; LRB File No. 052-85.

Sun Electric (1975) Ltd . I.B.E.W.. Local 529 and Sun/Baker Joint Venture, [1985] July Sask, Labour Rep. 34,

Union security- Activity against the union - Section 36(4) of *The Trade Union Act*- Employees who crossed picket line are not entitled to protection of s. 36(3). (N.S.): LRB File Nos. 061-80, 062-80 & 063-80.

Moose Jaw Sash and Door (1963) Ltd , I.W. A., (1980) Dec. Sask. Labour Rep. 40.

Union security - Collective agreement - Tradesmen hired off of street in violation of collective bargaining agreement should not participate in determining union's presence in workplace. (D.B.) p. 810; LRB File No. 330-84.

Graham Construction Ltd., U.B.C.J.A., Local 1867 and Banff Labour Services Ltd., [1986] June Sask. Labour Rep. 35.

Union security - Collective agreement - Employees hired or continued in employment contrary to union security provisions of collective agreement even though different from union security clause in *The Trade Union Act*, are not eligible to participate in representation question. (D. B.) p. 1426; LRB File No. 045-88.

Western Automatic Sprinklers (1983) Ltd , Flaman and U.A., [1989] Spring Sask. Labour Rep. 45.

Union security- Deemed membership -Employee who complies with s. 36(3) of *The Trade Union Act* is deemed to maintain membership in union for purpose of s. 36(1). (D.B.) p. 968; LRB File No. 149-86.

Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local1318, [1987] Feb. Sask. Labour Rep. 51.

Union security - Discharge for failure to join - Application was dismissed as was no evidence employer was requested to tenninate specific employee. (D.B.) p. 1121LRB File No. 179-86.

Mission Ridge Ski Development Inc., S.G.E.U., [1987] Aug. Sask, Labour Rep, 46.

Union security - Discharge for failure to join - Board directed employer to tenninate employee unless employee applies for and maintains union membership. (D.B.) p. 357; LRB File No. 115-84.

United Masonry Construction Ltd , I.U.B.A.C., Local3, [1984] Oct. Sask. Labour Rep. 37.

Union security - Discharge for failure to join - Grievance was instituted by union to have employee discharged even though employee complied with s. 36(3) of *The Trade Union Act*- Employee who complies is deemed to maintain membership in union for purpose of s. 36(1). (D.B.) p. 968; LRB File No. 149-86.

Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers. Local3J8, [1987] Feb. Sask. Labour Rep. 51.

UNION — continued

Union security Discharge for failure to join - Notification to terminate specific employee is prerequisite to finding of unfair labour practice. (D.B.) p. 1123; LRB File No. 396-86.
Headway Ski Corporation. S.G.E.U., [1987] Aug. Sask. Labour Rep. 48.

Union security - Discharge for failure to join - Where employees are only employees of principal by operation of ss. 2(f) and (g) of *The Trade Union Act* and principal lacks authority to discharge employees, Board suggests principal terminate contract with contractor. (N.S.) p. 90; LRB File No. 564-77.
Parkland School Unit No. 6, C.U.P.E., Local 832, [1978] June Sask. Labour Rep. 56.

Union security - Discharge for failure to join - Whether delivery driver outside geographic area is included in bargaining unit represented by union. (B.B.) p. 1756; LRB File No. 133-94.
Dairy Producers Co-operative Ltd., S.J.B.R.W.D.S.U., [1994] 4th Quarter Sask. Labour Rep. 120.

Union security - Employees doing the work who are not journeymen or apprentices are not in craft unit and need not join or pay dues. (D.B.) p. 1623; LRB File No. 263-88.
Western Automatic Sprinklers (1983) Ltd., U.A., Local 179, [1989] Fall Sask. Labour Rep. 37.

Union security - Employment continuances not when employee commences employment but when employee begins working within geographic area described in certification order - Employees outside geographic area in order need not apply for membership. (D.B.) p. 571; LRB File No. 105-85.
Ens Construction Ltd., Aclannan and U.B.C.J.A., Local 1990, [1985] Aug. Sask. Labour Rep. 41.

Union security - Expulsion of employee from union - Neither s. 36, s. 11(1)(p) or s. 11(2)(e) of *The Trade Union Act* give Board jurisdiction to review internal union discipline or expulsion proceedings - Employer is under no duty to examine legality of expulsion before complying with union's request to terminate expelled employee. (N.S.); LRB File Nos. 061-80, 062-80 & 063-80.
Moose Jaw Sash and Door (1963) Ltd., I.W.A., [1980] Dec. Sask. Labour Rep. 40.

Union security - Freedom of association - Section 36 of *The Trade Union Act* infringes employee constitutional right not to associate with union - Limitation is reasonable and can be demonstrably justified in a free democratic society. (D.B.) p. 1160; LRB File No. 040-87.
Remai Investment Co. Ltd. S.J.B.R.W.D.S.U. and Piercy et al., [1987] Oct. Sask. Labour Rep. 48.

Union security - Fines in excess of earnings violates s. 36(4) of *The Trade Union Act*. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 1318, [1987] Feb. Sask. Labour Rep. 51.

UNION — continued

- Union security - Fines Is no obligation on employer under s. 36 of *The Trade Union Act* to terminate employee who fails to pay fine imposed by union - Penalty that can be imposed by union on employee for infraction of strike discipline is limited to monetary penalty. (B.B.) p. 247; LRB File Nos. 190-92 & 191-92.
Prairie Health Care Centre, S.U.N. and Holy Family Hospital, [1993] 1st Quarter Sask. Labour Rep. 92.
- Union security- Fines -Section 36(4) of *The Trade Union Act*- Union's right to assess fine is limited to its own members. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers. Local 318, [1987] Feb. Sask. Labour Rep. 51.
- Union security - Grandfathering - Statutory union security clause does not apply to persons employed at date of request who are not members of union and have not joined thereafter - Is no obligation upon employer to dismiss. (N.S.) p. 479; LRB File No. 333-81.
Federal Pioneer Ltd , U.S.W.A., [1982] Aug. Sask. Labour Rep. 52.
- Union security - Management employee - Employee who was employed in managerial capacity at time of certification and subsequently takes in-scope position must apply for and maintain membership in union. (D.B.) p. 1416; LRB File No. 177-88.
Holiday Inn Ltd., S.J.B.RW.D.S.U., [1989] Spring Sask. Labour Rep. 38.
- Union security - New employees hired into existing bargaining unit or new enterprise that is set up within scope of existing bargaining unit are covered by union security clause - Union becomes representative of new employees without demonstrating support. (B.B.) p. 391; LRB File No. 164-92.
Government of Saskatchewan, S.G.E.U., Canadian Association of Fire Bomber Pilots and Stockdale, [1993] 1st Quarter Sask. Labour Rep. 202.
- Union security- Purpose of s. 36 of *The Trade Union Act* is to remove issue of union security clause from bargaining table - Once request is made statutory clause becomes effective whether employer agrees or not - Statutory clause remains effective even **if** union eventually signs agreement without actually incorporating clause. (N.S.) p. 256; LRB File No. 285-79.
United Masonry Construction Ltd., I.U.B.A.C., Local 3, [1980] May Sask. Labour Rep. 66.
- Union security - Related employers - Purpose of related employer jurisdiction - Certified business purchases uncertified business - Union claims representation rights for employees of uncertified business - Union claim dismissed when two groups of employees physically separate and work is not connected. (J.H./B.B.) p. 1824; LRB File No. 089-94.
Inner-Tee Security Consultants Ltd., U.F.C.W., Local 1400 and Argus Guard and Patrol Ltd., [1994] 4th Quarter Sask. Labour Rep. 183.
- Union security - Replacement workers - Are not members of bargaining unit and are not entitled to participate in representation question - Are not subject to union security provisions of *The Trade Union Act*. (R.Ji) p. 307; LRB File No. 111-90.
Bird Machine Co. of Canada, U.S.W.A., [1991] 1st Quarter Sask. Labour Rep. 39.

UNION — continued

Union security - Section 36 of *The Trade Union Act* obligates employer to advise new employees of requirement of union membership - Is no obligation on employer to require new employees to sign membership documents - Requiring membership is responsibility of union. (N.S.) p. 251; LRB File No. 006-80.

Rite Way Mfg. Co. Ltd., U.S.A., [1980] May Sask. Labour Rep. 78.

Union security - Section 36 of *The Trade Union Act* obligates employer to advise new employees of requirement of union membership - Is no obligation on employer to require new employees to sign membership documents - Requiring membership is responsibility of union. (N.S.) p. 256; LRB File No. 285-79.

United Masonry Construction Ltd., I.U.B.A.C., Local 3, [1980] May Sask. Labour Rep. 66.

Union security - Statutory clause - Three constituent elements of unfair labour practice under s. 36(2) of *The Trade Union Act* - First, union must make request for inclusion of clause under s. 36(1) - Second, subject of request must be employee within Act - Third, employer has failed to carry out its obligations under s. 36(1). (D.B.) p. 80; LRB File No. 024-83.

Macdonalds Consolidated Ltd., S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.

Union security - Statutory clause - Contracting out of statutory clause and substituting contractual clause is not prohibited. (R.H.) p. 625 & (B.B.) p. 593; LRB File No. 096-91.

Sterling Crane - A Division of Procrane Inc., I.A.B.S.O.I.W., Local 771, [1992] 2nd Quarter Sask. Labour Rep. 5.

Sterling Crane - A Division of Procrane Inc., I.A.B.S.O.I.W., Local 771, [1993] 2nd Quarter Sask. Labour Rep. 10.

Union security - Statutory clause - Distinction between union security clause in agreement as result of collective bargaining process and ones in agreement by operation of s. 36(1) of *The Trade Union Act* is made - Violation of former is violation of collective agreement and enforceable only by remedies in agreement - Violation of latter is protected by s. 36(2). (D.B.) p. 80; LRB File No. 024-83.

Macdonalds Consolidated Ltd., S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.

Union security - Statutory clause - Necessity for demand that employee be terminated - Is precondition to finding unfair labour practice. (D.B.) p. 209; LRB File No. 302-83.

Wappel Concrete and Construction Ltd., I.U.O.E., Local 870, [1984] Apr. Sask. Labour Rep. 33.

Union security - Statutory clause - Necessity for demand that employee be terminated - Is precondition to finding unfair labour practice. (D.B.) p. 267; LRB File No. 444-83.

Pro Masonry Construction Ltd., (unreported).

Union security - Statutory clause - Test under *The Trade Union Act, 1944* to include union security provision does not satisfy s. 36(1) of *The Trade Union Act, 1972* - Is no unfair labour practice. (D.B.) p. 80; LRB file No. 024-83.

Macdonalds Consolidated Ltd., S.J.B.R.W.D.S.U. and Hogan, [1983] Oct. Sask. Labour Rep. 36.

UMON — continued

Union security - Union agrees to remove certain positions from scope - Union later demands employer comply with s. 36 of *The Trade Union Act* respecting these employees - Employer refuses - Board policy is to honour changes to certification order by collective bargaining process - Section 36 is not breached. (N.S.) p. 340; LRB File No. 256-80.
Liquor Board of Saskatchewan, S.G.E.U., [1981] May Sask. Labour Rep. 37.

Union security - Unreasonable denial of membership - Board generally declines to inquire into union's internal administration - Notwithstanding reservations Board assumes for this decision that s. 5(d) of *The Trade Union Act* gives it overlapping jurisdiction with superior Courts to determine whether s. 36.1(3) has been violated. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

Union security - Unreasonable denial of membership - Board has no authority to require union to admit person to membership or to reinstate and order monetary loss - Board's authority is limited to requiring union to cease from violations of *The Trade Union Act*. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

Union security - Unreasonable denial of membership - Expulsion of strike breaker or person reasonably believed to become strike breaker is not illegal or unusual. (D.B.) p. 968; LRB File No. 149-86.
Dombowsky, Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, Local 318, [1987] Feb. Sask. Labour Rep. 51.

Union security - Whether s. 36 violates employee's constitutional right of freedom of association - Status of employer to raise issue - Whether Board is court of competent jurisdiction - Notice to Attorney General pursuant to s. 8 of *The Constitutional Questions Act*. (D.B.) p. 357; LRB File No. 115-84.
United Masonry Construction Ltd, I.U.B.A.C., Local 3, [1984] Oct. Sask. Labour Rep. 37.

VOLUNTARY RECOGNITION

Bar - Voluntary recognition and collective agreement do not constitute bar to application for certification by another union - Section 33(5) of *The Trade Union Act* is inapplicable - If certification is granted collective agreement between employer and voluntarily recognized union is no longer in force. (J.H./R.H.) p. 201; LRB File No. 091-90.
Canada Messenger Transportation Systems Inc., U.F.C.W., Local 1400, [1990] Fall Sask. Labour Rep. 93.

Bar- Voluntary recognition is not bar to certification by another union unless agreement has support of majority of employees and *unit* is appropriate - Section 33(5) of *The Trade Union Act* is considered. (R.H.) p. 489; LRB File Nos. 146-91, 188-91 & 195-91.
Henuset Pipeline Construction Ltd, I.U.O.E., C.G.W.-U. and General Workers of Canada, Local 1. [1991] 4th Quarter Sask. Labour Rep. 64.

VOLUNTARY RECOGNITION — 1 continued

Duty to bargain- Duty imposed by s. 11(l)(m) of *The Trade Union Act* applies to certified unions and unions that have only voluntary recognition. (D.B.) p. 391; LRB File No. 236-84.

Wm. Clark Interiors Ltd., Carpenters Provincial Council of Saskatchewan, (1984] Nov. Sask. Labour Rep. 43.

Status - *The Trade Union Act* confers some rights on trade unions who have been voluntarily recognized though not certified by Board- Rights include those in ss. 11 (1)(c) and (m) of *Act*. (D.B.) p. 363; LRB File Nos. 37-84 & 239-84.

Clark Roofing (1964) Ltd., S.M.W.I.A., Local 296, Westeei-Rosco Ltd. and Flynn & Associates Ltd., [1984] Oct. Sask. Labour Rep. 46.

Status - *The Trade Union Act* does not purport to give same duties and obligations to voluntarily recognized union as to certified union. (D.B.) p. 1542; LRB File No. 131-88.

Saskatchewan Institute of Applied Science and Technology, S.G.E.U., [1989] Summer Sask. Labour Rep. 51.

VOTE

Certification - Communication during representation vote - Employer is entitled to communicate with employees as long as it does not direct bargain or interfere, restrain, intimidate, threaten or coerce employees. (D.B.) p. 150; LRB File Nos. 207-88 & 003-89.

Holiday Inn Ltd., S.J.B.R.W. S.U. and Reese, [1989] Summer Sask. Labour Rep. 84.

Certification - Communication during representation vote - Employer is entitled to express views in middle ground between platitudes and interference. (D.B.) p. 1590; LRB File Nos. 207-88 & 003-89.

Holiday Inn Ltd., S.J.B.R.W. D.S.U. and Reese, [1989] Summer Sask. Labour Rep. 84.

Certification - Communication during representation vote - Employer should remain neutral unless responding to rumours or misrepresentations or making statements of fact that are true. (D.B.) p. 1590; LRB File Nos. 207-'8 & 003-89.

Holiday Inn Ltd., S.J.B.R.W. D.S.U. and Reese, [1989] Summer Sask. Labour Rep. 84.

Certification - Competing unions - Second application was filed before hearing of first application - Status of second union to certification or vote between two unions depends on whether its support pre-dates or post-dates date on which first application was filed - If second union's support pre-dates filing of first application, status is granted and Board may order vote - Board will not order vote if one union has overwhelming support. (R.H.) p. 24; LRB File No. 187-89.

Penn-Co Construction Ltd., I.U.O.E., Local 870 and Construction Workers Association, Local 151, [1990] Summer Sask. Labour Rep. 39.

VOTE — continued

- Certification - Competing unions - Two unions filed for certification on same day - One filed with evidence of over 50% support- Other filed with support from over 25% -Vote was ordered. (D.B.) p. 1275; LRB File Nos. 001-88 & 002-88.
Saskatchewan Institute of Applied Science and Technology, S.G.E.U. and Saskatchewan Institute of Applied Science and Technology Faculty Association, [1988] May Sask. Labour Rep. 42.
- Certification - Competing unions - Where two unions filed certification applications for same unit on same day vote was ordered. (D.B.) p. 875; LRB File Nos. 038-86 & 042-86.
Salem Industries Canada Ltd., I.A.B.S.O.I.W.U. Local 771 and Construction Workers Association. Local151, [1986] July Sask. Labour Rep. 40.
- Certification - Competing unions - With two exceptions, first union to apply will have application determined without regard to any subsequent application for certification - Vote is ordered when two situations exist - First, **if** one union establishes discrimination or obstruction against it by employer - Second, **if** on date first union applied for certification, second union had support from at least 25% of employees. (J.H./R.H.) p. 665; LRB File Nos. 027-92 & 028-92.
Remai Investment Corporation, E.C.W.U. and S.J.B.R.W.D.S.U., [1992] 2nd Quarter Sask. Labour Rep. 97.
- Certification - Management interference - Setting aside results of representation vote - Test is whether employer's conduct prevents employees from freely deciding - Test is objective - Evidence of individual employees is not relevant. (D.B.) p. 1590; LRB File Nos. 207-88 & 003-89.
Holiday Inn Ltd., S.J.B.R.W.D.S.U. and Reese, [1989] Summer Sask. Labour Rep. 84.
- Certification - Management interference - Union was organizing along with considerable assistance from management- Reliability of support cards was brought into question- Vote was ordered. (J.H./D.B.) p. 1109; LRB File No. 216-86.
Central Asphalt Ltd., I.U.O.E., Local 870, [1987] July Sask. Labour Rep. 37.
- Certification - Management interference - Where management participated in organizing drive with consent and knowledge of union, vote was ordered where Board believes employees' free choice may have been affected. (J.H./O.8.) p. 733; LRB File No. 307-85.
Regina Native Women' Association, S.G.E.U., [1986] Mar. Sask. Labour Rep. 19.
- Certification- No union option- Form of ballot to include three choices: first union, second union or no union - No union choice is necessary as otherwise everyone who votes will be identified as union supporter. (N.S.) p. 179LRB File No. 138-78.
Potash Corporation of Saskatchewan Mining Limited, (unreported).
- Certification - Tie vote - On application for certification tie vote results in dismissal of application. (N.S.) p. 228; LRB File No. 165-79.
Moose Jaw Co-operative Association Limited, U.F.C.W., S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31,
- Certification - Where union has 25% or more support Board must direct vote as provisions of s. 6(3) of *The Trade Union Act* are mandatory. (N.S.) p. 179; LRB File No. 138-78.
Potash Corporation of Saskatchewan Mining Limited, (unreported).

VOTE — continued

- Certification -Improper organizing tactics- Coercion- Board refused to order vote under s. 6(1) of *The Trade Union Act* even though union had 25% support. (D.B.) p. 139, LRB File No. 351-83.
J. MacKenzie Camp Services Ltd., H.E.R.E., Local 767, [1984] Mar. Sask. Labour Rep. 32.
- Decertification - Board does not entertain applications for rescission vote from employer. (N.S.) p. 364; LRB File No. 085-80.
Westfair Foods Limited, U.F.C.W., [1981] Feb. Sask. Labour Rep. 66.
- Decertification - Employer influence - ;\ though Board is reluctant to deprive employees of opportunity to vote, Board will not ignore purpose and intent of s. 9 of *The Trade Union Act* - Employer's conduct over period of time " as calculated to impede and defeat all efforts by union to serve employees - Could not have helped but affect employees and ensure decertification application. (D.R.) p. 1426; LRB File No. 045-88.
Western Automatic Sprinklers (1983) Ltd., Flaman and U.A., (1989) Spring Sask. Labour Rep. 45.
- Decertification - Employer influence - Board would normally dismiss rescission application tainted by employer influence but vote as ordered because of emphatic employee support and union's poor effort to represent. (N.Sp. 116LRB File No. 250-77.
Western Roto Thresh Ltd., Abrametz and U.S.W.A., [1977] June Sask. Labour Rep. 33.
- Decertification - Employer influence Past unfair labour practices by employer and difficult bargaining history are not sufficient reasons to deny employees opportunity to vote by secret ballot. (D.B.) p. 1464; LRB File No. 207-8 .
Holiday Inn Ltd., S.J.B.R.W D.S.U. and Reese, [1989] Spring Sask. Labour Rep. 72.
- Decertification - Employer influence - Vote was refused- Although Board must respect right of employees to choose whether to be represented by union Board must also respect legislative intent of s. 9 of *The Trade Union Act* - Section 9 was intended to discourage employer participation even if result i to temporarily remove question from employees - Board will dismiss where influence was not likely to be eliminated by secret ballot vote. (J.H./D.B.) p. 1403; LRB File No. 143-8 .
Interprovincial Concrete C, strudion Co. Ltd., Pepper and C.G.W.U., Local 890, [1989] Spring Sask. Labour Rep. 30.
- Decertification - Tie vote - Majority vote is necessary - Fifty percent plus one is required - Board policy on support required is hanged. (B.B.) p. 1633; LRB File No.276-93.
Harmon International Industries Inc., U.S.W.A. and Weathered, [1994] 3rd Quarter Sask. Labour Rep. 293; upheld on review, [1994] 3rd Quarter Sask. Labour Rep. 75 (Q.B.).
- Decertification - Tie vote - Majority vote is necessary - Fifty percent plus one is required. (B.B.) p. 1312; LRB File No. 059-94.
Campbell West (1991) Ltd. I.U.O.E., Local 870 and Schuett, [1994] 2nd Quarter Sask. Labour Rep. 114; upheld on review, [1994] 3rd Quarter Sask. Labour Rep. 75 (Q.B.).

VOTE — continued

- Decertification - Tie vote - Majority vote is not necessary - Fifty percent support for rescission application is sufficient (D.B.) p. 349; LRB File No. 071-84.
Revelstoke Company Ltd., Heckel and Construction and General Labourers, Local 890, [1984] Oct. Sask. Labour Rep. 56.
- Eligibility - Abandonment - Employees in portion of unit abandoned by union are not eligible to vote in rescission proceedings brought by employees in portion of unit for which bargaining rights are not abandoned. (D.B.) p. 454; LRB File No. 331-84.
Aim Electric Ltd., Morin and I.B.E.W., Local 529, [1985] Feb. Sask. Labour Rep. 27.
- Eligibility - Certification - Is it conceivable that employee eligibility can change between date vote ordered and date of vote- Board will re-examine status - Same criteria applied on both dates. (J.H./D.B.) p. 907; LRB File No. 207-85.
Little Borland Ltd., Schanand U.B.C.J.A., Local 1805, [1986] Oct. Sask. Labour Rep. 48.
- Eligibility - Certification - Reasonable expectation of recall - Laid-off tradespersons in construction industry are seldom eligible to vote. (J.H./D.B.) p. 907; LRB File No. 221-85.
Little Borland Ltd., Schan and U.B.C.J.A., Local 1805, [1986] Oct. Sask. Labour Rep. 48.
- Eligibility - Certification - Reasonable expectation of recall - Long term employees on lay-off who intend to return and have reasonable expectation are entitled to vote. (J.H./D.B.) p. 692; LRB File Nos. 221-85 & 275-85.
Little-Borland Ltd., U.B.C.J.A., Local 1805 and Schan, [1986] Feb. Sask. Labour Rep. 55.
- Eligibility- Certification -Status of employees on lay-off to vote on certification application -Must be reasonable expectation of recall, (D.B.) p. 263; LRB File No. 006-84.
Rural Municipality of Corman Park No. 344, LU.O.E., Local 870, [1984] June Sask. Labour Rep. 44.
- Eligibility - Decertification - Employees allowed to vote because union did not establish employees were working in violation of union security provisions. (D.B.) p. 132; LRB File No. 083-88.
Betty Betteridge, C.U.P.E., [1988] Fall Sask. Labour Rep. 75.
- Eligibility - Decertification - Employees hired contrary to collective agreement are not eligible to vote on rescission application - Employees hired in accordance with collective agreement but later kept in their jobs contrary to union security clause are eligible to vote. (D.B.) p. 314; LRB File No. 105-84.
Inter-City Mechanical Ltd., Hudon and S.M.W.I.A., Local 296, [1984] Aug. Sask. Labour Rep. 32.
- Eligibility - Decertification - Employees hired off of street and contrary to collective agreement are not eligible to vote on rescission application. (D.B.) p. 454; LRB File No. 331-84.
Aim Electric Ltd., Morin and I.B.E.W., Local 529, [1985] Feb. Sask. Labour Rep. 27.
- Eligibility - Decertification - Employees hired off of street contrary to collective agreement are ineligible. (D.B.) p. 1426; LRB File No. 045-88.
Western Automatic Sprinklers (1983) Ltd., Flaman and U.A., [1989] Spring Sask. Labour Rep. 45.

VOTE — continued

Eligibility- Relief workers - Employees who hold full-time jobs elsewhere and only work in unit in relief capacity are not part of unit. (N.S.) p. 200; LRB File No. 016-79.

Ritz Hotel Limited. (unreported).

Eligibility - Subject to proceedings - If two employees who were subject to proceedings before Board entitled to vote - Ballots were segregated until Board decides whether they are entitled to reinstatement -All ballots were sealed in interim. (D.B.) p. 1291; LRB File No. 250-87.

Olmec Construction Ltd., U. U., Local 264, [1988] Fall Sask. Labour Rep. 45.

Evidence - Employee is not competent or compellable to say how voted under s. 7(2) of *The Trade Union Act*. (D.B.) p. 1516; LRB File Nos. 207-88 & 003-89.

Holiday Inn Ltd., Reese and S.J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.

Final offer vote - Before any vote is ordered under s. 45 of *The Trade Union Act* there must be reasonably representative group of eligible voters. (D.B.) p. 674; LRB File Nos. 373-85 & 375-85.

Government of Saskatchewan, S.G.E.U., Jessup and Hanna, [1986] Feb. Sask. Labour Rep. 48.

Final offer vote - Board-conducted vote was ordered on application of employer even though union already conducted ratification vote on final offer. (D.B.) p. 1379; LRB file Nos. 200-88 to 203-88.

Canada Safeway Ltd., S.J.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57.

Final offer vote - Board may refuse employer application for vote if employer is engaged in prohibited conduct that might affect outcome of vote. (D.B.) p. 1379; LRB File Nos. 200-88 to 203-88.

Canada Safeway Ltd., S.J.B.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57.

Final offer vote - Fact that union properly conducted ratification vote may be grounds for denying employee request for Board conducted ratification vote. (D.B.) p. 1379; LRB File Nos. 200-88 to 203-88.

Canada Safeway Ltd., S.J.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57.

Final offer vote- Eligibility is determined as of date of filing of application. (D.B.) p. 674; LRB File Nos. 373-75 & 375-85.

Government of Saskatchewan, S.G.E.U., Jessup **and** [1986] Feb. Sask. Labour Rep. 48.

Final offer vote - Employer cannot withdraw offer between date vote was ordered and date set for vote. (B.B.) p. 132; LRB File No. 01-92.

Western Canadian Beef Packers Ltd., U.F.C.W., Local 226-2, [1992] 4th Quarter Sask. Labour Rep. 114.

VOTE — continued

- Final offer vote - If employer is engaged in prohibited pre-vote conduct or communication that might cast doubt on reliability of vote, union is not obligated to sign collective bargaining agreement if employees vote to accept. (D.R.) p. 1379; LRB file Nos. 200-88 to 203-88.
Canada Sajeway Ltd., S.J.B.R.W.D.S.U., Locals 496, 544, 950 and 955. [1988] Winter Sask. Labour Rep. 57.
- Final offer vote - If final offer cannot be reasonably understood or contains unlawful provisions Board may refuse employer request for vote. (D.B.) p. 1379; LRB File Nos. 200-88 to 203-88.
Canada Sajeway Ltd., S.J.B.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57.
- Final offer vote - Is intended to rectify situation in which union placed or intends to place last offer before employees in manner that does not, or will not, allow them to fairly decide. (D.B.) p. 1379; LRB File Nos. 200-88, 201-88, 202-88 & 203-88.
Canada Sajeway Ltd., S.J.B.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57.
- Final offer vote - Misconduct by either party should not automatically deprive employees of vote because relief that s. 45 of *The Trade Union Act* provides would be unavailable in situations where needed most. (J.H./D.B.) p. 1774; LRB File No. 074-89.
Weyburn Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask. Labour Rep. 63.
- Final offer vote - Only one vote is allowed in respect of same strike regardless of whether application is made by employer, union or employees. (D.B.) p. 1379; LRB File Nos. 200-88, 201-88, 202-88 & 203-88.
Canada Sajeway Ltd., S.J.B.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57.
- Final offer vote - Section 45 of *The Trade Union Act* does not differentiate between, or apply only to, particular types of strike activity - Ban on overtime for 30 days and two one-day study sessions satisfies requirement. (J.H./D.B.) p. 1774; LRB File No. 074-89.
Weyburn Co-operative Association Ltd., S.J.B.R.W.D.S.U., Local 635, [1989] Fall Sask. Labour Rep. 63.
- Final offer vote- Total final proposal, not just items remaining in dispute, should be voted on. (D.B.) p. 1379; LRB File Nos. 200-88, 201-88, 202-88 & 203-88.
Canada Sajeway Ltd., S.J.B.R.W.D.S.U., Locals 496, 544, 950 and 955, [1988] Winter Sask. Labour Rep. 57.
- Final offer vote - Vote was cancelled on application by employer when union did not oppose cancellation. (B.B.) p. 132; LRB File No. 201-92.
Western Canadian Beef Packers Ltd., U.F.C.W., Local 226-2, [1992] 4th Quarter Sask. Labour Rep. 114.

VOTE — continued

Final offer vote - Who may support application under s. 45(1)(c) of *The Trade Union Act* - Any employee of struck employer. (D.B.) p. 674; LRB File Nos. 373-85 & 375-85.

Government of Saskatchewan, S.G.E.U., Jessup and Hanna, (1986) Feb. Sask. Labour Rep. 48.

Final offer vote - Who may vote - Only employees involved in strike - Does not necessarily include everyone in bargaining unit nor is restricted to those who have actually withdrawn services - Employees involved in strike are ones who have contributed to strike in tangible, demonstrable or measurable way - Employees who continue without interruption to work for same benefits as before strike and who did not contribute or support strike in some measurable way are not striking employees within s. 45(1) of *The Trade Union Act* or involved in strike. Within s. 45(3). (D.B.) p. 674; LRB File Nos. 373-75 & 375-85.

Government of Saskatchewan, S.G.E.U., Jessup and Hanna, [1986] Feb. Sask. Labour Rep. 48.

intermingling - Board policy is to permit parties to resolve problems themselves wherever possible - Board declined to order vote between two competing unions at request of unions. (N.S.) p. 226; LRB File No. 195-79.

Shelly Western, U.F.C.W. v. S.J.B.R.W.D.S.U., [1979] Dec. Sask. Labour Rep. 41.

intermingling - Transfer of two businesses to new employer - Each business was certified but by different unions - New employer is successor - Vote was ordered to determine which union will represent all employees. (D.B.) p. 950; LRB File No. 212-86.

Fairhaven Long-Term Care Centre, S.E.I.U., Local 333, [1991] 2nd Quarter Sask. Labour Rep. 33.

Objections to vote - Where objections are valid and could have affected outcome new vote is ordered. (N.S.) p. 228; LRB File No. 65-79.

Moose Jaw Co-operative Association Ltd., U.F.C.W., S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.

Objection to vote - Employer prohibited campaign literature on premises during representation vote between two competing unions - Employer was fully entitled to do so - Was especially unobjectionable when employer prohibits both unions. (N.S.) p. 261; LRB File Nos. 266-79, 039-80, 040-80, 041-80 & 042-80.

Canada Packers Ltd., S.J.B.R.W.D.S.U. and C.F.A.W., [1980] June Sask. Labour Rep. 37.

Objections to vote - Estoppel - Normally agreement to voters' list precludes objections based on inclusion or exclusion of persons - Exception is made where agreement is based on misinformation from employer. (N.S.) p. 228; LRB File No. 165-79.

Moose Jaw Co-operative Association Ltd., U.F.C.W., S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.

Objection to vote - Second vote - Board can decline to consider results of vote where employees' ability to freely decide was critically interfered with - Second vote was ordered. (D.B.) p. 1529; LRB File No. 221-88.

Beautiful Plains Villa Ltd., U.E.U., Local 299 and Panasiuk, [1989] Summer Sask. Labour Rep. 42.

VOTE — continued

- Objection to vote- Second vote- If Board found employer's conduct likely to have critically interfered with employees' ability to freely exercise their wishes it might use authority in s. 42 of *The Trade Union Act* to order second vote. (D.B.) p. 1516; LRB File Nos. 207-88 & 003-89. *Holiday Inn Ltd.*, Reese and S.J.B.R.W.D.S.U., [1989] Summer Sask. Labour Rep. 33.
- Objections to vote - Secrecy requirement of vote is not violated if voter voluntarily allows someone to observe how employee voted. (N.S.) p. 261; LRB File Nos. 266-79, 039-79, 040-80, 041-80 & 042-80. *Canada Packers Ltd.*, S.J.B.R.W.D.S.U. and C.F.A.W., [1980] June Sask. Labour Rep. 37.
- Objections to vote - When objections to vote are filed Board will hold hearing into objections. (N.S.) p. 231; LRB File No. 165-79. *Moose Jaw Co-operative Association Ltd.*, U.F.C.W., S.J.B.R.W.D.S.U., [1980] Mar. Sask. Labour Rep. 31.
- Quorum- Vote fails for lack of quorum- Second vote was ordered where was two competing unions. (N.S.) p. 179; LRB File No. 138-78. *Potash Corporation of Saskatchewan Mining Limited.*, (unreported).
- Quorum - Vote fails for lack of quorum - Board granted application based on original support - Was no basis for ordering second vote. (D.B.) p. 1312; LRB File No. 164-87. *Little-Borland Ltd.*, U.B.C.J.A., Local 1805 and Schan, [1988] Fall Sask. Labour Rep. 55.
- Raid - Incumbent union may rest on certification order without filing additional proof of support - If raiding union comes within s. 6(2) of *The Trade Union Act* Board will order vote- If raiding union requests vote under s. 6(1) of *Act* Board may order vote - Raiding union lacks benefit of certification order and must prove support. (N.S.) p. 278; LRB File Nos. 092-80 & 103-80. *Canada Safeway Ltd.*, U.F.C.W., Local 1400, S.J.B.R.W.D.S.U., Local 454 and Dominion Stores Ltd., [1980] Aug. Sask. Labour Rep. 43.
- Raid - Normal procedure is to order vote - Exception is made where raiding union files overwhelming proof of support and incumbent union rests on certification order - Certification was granted to raiding union without vote. (N.S.) p. 531; LRB File No. 408-82. *Shelly Western*, U.F.C.W., Local 1400, [1983] Feb. Sask. Labour Rep. 43.
- Ratification vote- Board has no jurisdiction under s. 11(8) of *The Trade Union Act* to direct ratification vote be held. (D.B.) p. 459; LRB File Nos. 352-84 & 353-84. *Saskatchewan Construction Labour Relations Council, Inc.*, Bricklayers and Masons International Union of America, Local 3, Eckl Ceramics (1978) Ltd., Kantor and Gariepy. [1985] Mar. Sask. Labour Rep. 40.
- Ratification vote - Evidence must establish reasonable apprehension of deficiency or impropriety by union before Board will intervene. (D.B.) p. 1195, LRB File No. 106-87. *Beutel*, S.G.E.U., [1987] Oct. Sask. Labour Rep. 42.

VOTE — continued

Ratification vote - Must be reasonable apprehension of deficiency or unpropriety on part of union before Board will make order -Degree of Board involvement will depend on evidence. (D.B.) p. 662; LRB File No. 296-85.

Canada Safeway Ltd., S.J.B. v. W.D.S.U., [1986] Jan. Sask. Labour Rep. 32.

Ratification vote - Union is not required to allow non-union employees to participate in ratification vote. (D.B.) p. 1195; LRB File No. 106-87

Beutel, S.G.E.U., [1987] Oct. Sask. Labour Rep. 42.

Strike vote - Ballot - Ballot must give voter choice to strike or not to strike - Choice of strike or accept final offer is not proper - Clear and simple choice between positive and negative will satisfy requirements of *The Trade Union Act*. (D.B.) p. 1090; LRB File No. 028-87.

Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. 55.

Strike vote - Board declines to consider requirements of union constitution in determining whether s. 11(2)(d) of *The Trade Union Act* was complied with. (N.S.) p. 527; LRB File No. 112-82.

Westfair Foods Ltd., U.F.C.V., Local 1400, [1983] Jan. Sask. Labour Rep. 38.

Strike vote - Change in composition of bargaining unit subsequent to strike vote does not invalidate strike vote. (D.B.) p. 1420; LRB File Nos. 179-88 to 180-88.

Holiday Inn Ltd., S.J.B. v. W.D.S.U., [1989] Spring Sask. Labour Rep. 4L

Strike vote - Employer has right to avoid economic harm and therefore to insist union comply with s. 11(2)(d) of *The Trade Union Act*. (D.B.) p. 1090; LRB File No. 028-87.

Saskatchewan Telecommunications, Communications and Electrical Workers of Canada, [1987] May Sask. Labour Rep. p. 55.

Strike vote - Passage of time - Is not requirement that second strike vote must be held after period of time has elapsed from taking first vote. (D.B.) p. 1420; LRB File Nos. 179-88 & 180-88.

Holiday Inn Ltd., S.J.B. v. W.D.S.U., [1989] Spring Sask. Labour Rep. 41.

Strike vote - Phrase in s. 11(2)(d)(ii) of *The Trade Union Act* "affected by collective bargaining" requires vote among employees covered by collective agreement, not among all employees covered by certification order. (N.S.) p. 527; LRB File No. 112-82.

Westfair Foods Ltd., U.F.C.V., Local 1400, [1983] Jan. Sask. Labour Rep. 38.

Strike vote - Requirements of strike vote are secret ballot vote taken among employees in appropriate unit affected by collective bargaining - Majority must vote in favour - Union members must receive reasonable particulars of type of strike activity contemplated. (D.B.) p. 891; LRB File No. 056-86.

Pyne, S.G.E.U., Meier and Kerr, [1986] Sept. Sask. Labour Rep. 57.

Strike vote - Section 11(2)(d)(i) of *The Trade Union Act* - Appropriate unit referred to is same as unit certified. (D.B.) p. 891; LRB File No. 056-86.

Pyne, S.G.E.U., Meier and Kerr, [1986] Sept. Sask. Labour Rep. 57.

VOTE — continued

Strike vote - Threat by union to prohibit members of unit from voting in strike or ratification votes -
Union cannot remove employees' statutory rights under guise of internal discipline or otherwise
-Threat to do so is unfair labour practice. (D.B.) p. 891; LRB File No. 056-86.
Pyne, S.G.E.U., Meier and Kerr, [1986] Sept. Sask. Labour Rep. 57.